

AGREEMENT

Between

TOWNSHIP OF CRANFORD  
UNION COUNTY, NEW JERSEY

And

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL NO. 37

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January 1, 2014 through December 31, 2017

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Schedules

Schedule A (Fire Safety Patrol Duties) - Deleted in its entirety

Schedule B (Forty-two (42) Hour Work Week, Eight (8) Week Cycle) - Deleted in its entirety

Schedule C (Salaries) - See attached Schedule C

Schedule D (Hours of Employment) - Deleted in its entirety

Exhibits

Exhibit A - List of F.M.B.A. Employees Allowed to Retire Six (6) Months From June 30, 2014 As Per Article 36, Section 7

Exhibits

Exhibit B - List of F.M.B.A. Employees  
Exempt From Provisions Concerning  
Article 36, Section 8

DESIGNATION OF PARTIES

THIS AGREEMENT, made and entered into this 6th day of  
May 2015, effective as of the 1st day of January, 2014  
between the Township of Cranford, County of Union, a municipal  
corporation of the State of New Jersey, hereinafter called  
"Township"

and

Local Union No. 37, Firemen's Mutual Benevolent Association,  
Cranford, New Jersey, hereinafter called "F.M.B.A." or "Union".

## ARTICLE I

### PREAMBLE

#### SECTION 1. PURPOSE OF AGREEMENT

The Township and Union agree that the general purpose of this Agreement is to promote the mutual interests of the Township and its Employees, to maintain the existing harmonious relationship between the Township and its Employees in the Department of Fire, to provide for operation of the services provided by the Township under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, avoidance of interruptions to services, establish an equitable and peaceful procedure for resolution of differences, and establish rates of pay, hours of work, and other terms and conditions of employment. The parties to this Agreement agree to cooperate fully to secure the advancement and achievement of these purposes.

#### SECTION 2. PUBLIC EMPLOYEES

The Department of Fire and the individual members of the F.M.B.A. Bargaining Unit agree to regard themselves as Public Employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct so that they merit the respect and confidence of the general public.

## ARTICLE 2

### RECOGNITION

#### SECTION 2.

The Township of Cranford hereby recognizes Fireman's Mutual Benevolent Association, Local No. 37, as the sole and exclusive representative for the collective Bargaining Unit of all regular, full-time, permanent "duly sworn firemen" of the non-commissioned rank of Firefighter within the Township of Cranford Department of Fire for purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment, but excluding the Chief of Fire, Deputy Chief(s) of Fire, Assistant Chief(s) of Fire, Fire Captain(s), Fire Lieutenant(s), clerical Employee(s), and all other Employees of the Township.

#### SECTION 2.

The term "Bargaining Unit" as used herein shall include "all duly sworn Fireman" set forth hereinabove regardless of whether Employee(s) are members or non-members of the Firemen's Mutual Benevolent Association Local No. 37.

#### SECTION 3.

The term "Employee" as used herein shall mean Employee(s) represented by the Bargaining Unit.

## ARTICLE 3

### AREA OF NEGOTIATION

The Township and the F.M.B.A. hereby agree that the F.M.B.A. has the right to collectively negotiate as to rates of pay, hours of work, fringe benefits, working conditions, procedures for adjustment of disputes and grievances, and all other related terms and conditions of employment.

## ARTICLE 4

### MANAGEMENT RIGHTS

#### SECTION 1.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States and any modifications made thereto, and any ordinances and resolutions passed by the Township governing body.

#### SECTION 2.

A. The Union recognizes that the Township's rights to manage its affairs and direct its workforce and, within the existing framework of the Statutes of the State of New Jersey, to maintain the Township of Cranford in the County of Union as efficiently and at the lowest possible cost consistent with good management practices and fair labor standards..

- B. The Township has and is vested with all the customary and usual rights, powers, functions and authority of management;
- C. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Township.

### SECTION 3

All rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein, are reserved to and remain vested in the Township, including, but without limiting the generality of the foregoing, are the right to:

- A. Manage the Municipality generally;
- B. Decide the number and location of facilities;
- C. Decide all machines, tools and equipment to be used;
- D. Decide the services to be provided and the manner of providing them;
- E. Decide the work to be performed;
- F. Move or remove a facility or any of its parts to other areas;
- G. Decide the method and place of providing its services;
- H. Determine the schedules of work;

- I. Maintain order and efficiency in its facilities and operations;
- J. Hire, lay off, assign, transfer and promote Employees;
- K. Determine the qualifications of Employees;
- L. Determine standards of workmanship;
- M. Determine qualifications and conditions for continued employment;
- N. Determine and re-determine job content;
- O. Determine the starting and quitting time;
- P. Determine the amount of supervision necessary;
- Q. Study and/or introduce new or improved methods, procedures, tools, equipment, etc.;
- R. Discipline and discharge Employees for cause;
- S. Purchase the services of others, contract or otherwise;
- T. Determine the amount and frequency of overtime to be worked; and
- U. Relieve Employees from duty for lack of work or for other legitimate reasons.

Management shall have all other rights and prerogatives including those exercised unilaterally in the past subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

SECTION 4.

The Township retains the sole right to discipline and discharge Employees for cause, provided that in the exercise of this right it will not act in violation of this Agreement.

SECTION 5.

The Township reserves the right to promulgate work rules and regulations in order to maintain order and discipline provided same are not inconsistent with the provisions of the Agreement.

SECTION 6.

The Township agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the Township and that the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.

ARTICLE 5

NON-DISCRIMINATION

SECTION 1.

The Township and the Union agree that the provisions of this Agreement shall be applied equally to all Employees and there shall be no discrimination as to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, political affiliation, sexual or affectional orientation, gender

identity or expression, domestic partnership or civil union status.

SECTION 2.

The Township agrees not to interfere with the right of Employees to become members of the Union. There shall be no discrimination by the Township or any of its representatives against any Employee because of Union membership or because of any Employee activity permissible under law or this Agreement in an official capacity on behalf of the Union.

SECTION 3.

The Union recognizes its responsibility as exclusive collective bargaining representative and agrees to represent all Employees in the Bargaining Unit without discrimination or interference.

SECTION 4.

All references in this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.

ARTICLE 6

NO-STRIKE PLEDGE

SECTION 1.

The F.M.B.A. covenants and agrees that during the term of this Agreement neither the F.M.B.A. nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to



report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk-out or other job action against the Township. The F.M.B.A. agrees that such action would constitute a material breach of this Agreement. The F.M.B.A. further agrees that its members, upon direction by the Chief, or Chief's designee, will respond to cover in other municipalities where a fire or emergency or rescue activity is in progress.

#### SECTION 2.

The F.M.B.A. agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down or other such activity aforementioned. The F.M.B.A. actions will include, but not be limited to, publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

#### SECTION 3.

In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any F.M.B.A. member shall be deemed grounds for disciplinary

action including possible termination of employment of such Employee or Employees.

SECTION 4.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, damages, or both, in the event of such breach by the F.M.B.A. or its members.

ARTICLE 7

MANPOWER

SECTION 1.

The Township has the sole and exclusive responsibility for determining the manning strength of the Department and to determine the level of services and funding in order to protect the health, welfare and safety of residents and Employees.

SECTION 2.

In order to protect the health and safety of the Department of Fire, Employees and residents of the Township, the Township shall make every reasonable effort to maintain the existing manpower of each shift.

SECTION 3.

Manpower shall be maintained by paid personnel only.

ARTICLE 8

FIRE SAFETY PATROL

DELETED IN ITS ENTIRETY EFFECTIVE JANUARY 1, 2006.

ARTICLE 9

TRAINING

SECTION 1.

The Chief of Fire or the Chief's designee has the sole responsibility for determining the frequency, type, content, location, equipment utilization, time and any other factors that go into developing, planning, programming, and carrying out a realistic, effective training program.

SECTION 2.

When temperatures are above eighty-five (85) degrees Fahrenheit or below thirty-five (35) degrees Fahrenheit, outdoor training shall be curtailed. Temperature recorded at Union College Weather Station shall be used to implement this Article.

ARTICLE 10

DUES CHECK-OFF

SECTION 1.

The Township agrees to deduct current union dues on a monthly basis, provided at the time of such deduction there is in possession of the Township a current written assignment,

individually and voluntarily executed by the Employee, in the form and according to the terms of the authorization form provided by the Township executed annually or upon reinstatement.

SECTION 2.

The Township will deduct current union dues from the pay of Employees for the last pay period in the calendar month. If an Employee has no pay coming for such period or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period.

SECTION 3.

The Township will deduct from the pay of Employees in any one month only dues incurred while an Employee has been in the employ of the Township and only such amounts becoming due and payable in such month.

SECTION 4.

In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

SECTION 5.

All sums deducted by the Township shall be remitted to the Treasurer, Local Union No. 37, Firemen's Mutual Benevolent Association, 7 Springfield Avenue, Cranford, New Jersey 07016

not later than the last day of the calendar month subsequent to the month in which such deductions are made.

SECTION 6.

In the event the Union requests that the township deduct dues in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution, provided that in the event a new written authorization from the Employee is necessary that such authorization will be secured by the Union and presented to the Township prior to the deduction of the newly certified amounts.

SECTION 7.

The Township shall not be liable for the remittance of payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any Employee as above provided, it shall make the deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Union.

SECTION 8.

This Article shall not be construed as or interpreted to mean that the Township recognizes, acknowledges, or in any other

manner signifies the dues check-off as anything other than a voluntary open shop arrangement.

SECTION 9.

The Union shall indemnify and hold the Township harmless against any all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for the purpose of complying with any of the provisions of this Article.

ARTICLE 11

F.M.B.A. ACTIVITY PROTECTED

SECTION 1.

Nothing shall abridge the right of any duly authorized representative of the F.M.B.A. to present the views of the F.M.B.A. to the citizens on issues which affect the welfare of its members.

SECTION 2.

It is recognized that the free flow of information and guidance of Union members is essential to maintain good order within the Bargaining Unit. Therefore, officers and representatives of F.M.B.A. Local No. 37 only are permitted to meet with and conduct business with members of F.M.B.A. Local No. 37 only who are on duty in the Fire Station, provided that prior consent of the Chief of Fire has been secured and such meetings shall not

cause disruption or interfere with the good order and operation of the Department. This privilege shall not be abused.

SECTION 3.

It is understood that this Agreement is a lawful document binding both parties, their representatives and members of the Bargaining Unit.

SECTION 4.

Violations of this Agreement may constitute grounds for recommending disciplinary action by either party at an appropriate level.

ARTICLE 12

MAJORITY BARGAINING AGENT RIGHTS AND DUTIES

(UNION BUSINESS)

SECTION 1.

No more than two (2) members of the F.M.B.A. Negotiating Committee shall be granted leave from regular duty without loss of regular straight-time pay for meetings with the Township for the purpose of negotiating the terms of a contract. The prior permission for such leaves from regular duty must first be obtained from the Employee's immediate superior.

SECTION 2.

No more than one (1) member of the F.M.B.A. Grievance Committee shall be granted leave from duty without loss of regular straight-time pay for meetings between the Township and F.M.B.A.

for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 3.

There shall be no more than ten percent (10%) of the F.M.B.A. members, but not less than two (2), who may be granted leave without loss of regular straight-time pay to attend and serve as delegates at the Annual State F.M.B.A. Convention. The Township and the F.M.B.A. agree to be bound by the provisions of N.J.S.A. 40A: 14-177, as amended, where applicable, provided that the fire fighting capability of the Cranford Department of Fire will not be diminished by the absence of these firemen, such determination to be made by the Chief.

SECTION 4.

The Executive Delegate, or the Alternate Executive Delegate in the event of the absence of the Executive Delegate due to absence due to Vacation or Sick Leave, of the F.M.B.A., may be granted leave from duty without loss of regular straight-time pay for all local, regional, and state meetings when such meetings take place at a time during which such Employee is scheduled to be on duty, provided that the fire fighting capability of the Cranford Department of Fire will not be diminished by the absence of this Firefighter, such determination to be made by the Fire Chief.

SECTION 5.

The F.M.B.A. shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible insofar as legally possible for the adherence to the terms and conditions of this Agreement by such members.

SECTION 6.

An Employee(s) who is a member of the Bargaining Unit and who has been elected as State President, State Vice President or State Secretary-Treasurer of State F.M.B.A. shall be granted leave from duty without loss of regular straight-time pay for all local, regional, and state meetings and conventions when such meetings or conventions take place at a time during which member is scheduled to be on duty provided that the fire fighting capability of the Cranford Department of Fire will not be diminished by the absence of this Employee(s), such determination to be made by the Fire Chief and subject to approval by the Township Administrator.

SECTION 7.

A copy of the contract shall be furnished to each member by the Township of Cranford.

SECTION 8.

Nothing contained in this Agreement shall be construed to deny or restrict the Majority Bargaining Unit its rights and

responsibilities under Chapter 123 or any other national, state, county or local laws or ordinances.

## ARTICLE 13

### NOTIFICATION

#### SECTION 1.

The Township shall have the sole and exclusive right to develop, publish and issue General Orders, Special Orders, Procedures, Rules and Regulations.

#### SECTION 2.

The Township in proposing new rules or modifications of existing rules governing working conditions shall be handled in accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended.

#### SECTION 3.

The Township shall furnish a copy of said General Orders, Special Orders, Procedures, Rules and Regulations to each Employee in the Bargaining Unit within twenty-four (24) hours of their promulgation.

#### SECTION 4.

The Township reserves the right to petition the courts for clarification and resolution of issues raised by the New Jersey Employer-Employee Relations Act, as amended.



## ARTICLE 14

### GRIEVANCE PROCEDURE

#### SECTION 1. DEFINITION

The term "Grievance" as used herein is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an Employee in the Bargaining Unit, the F.M.B.A. on behalf of an individual or group of individuals, or the Township. Grievances must pertain to matters of interpretation or application of express provisions of alleged violations of this Agreement.

#### SECTION 2. GENERAL

The Township and Union agree that the following constitutes the sole and exclusive method of resolving grievances between the parties over this Agreement [with the exception of Township initiated grievances which will proceed in accordance with Section 4. of this Article] and agree that each step as set forth herein shall be followed in its entirety or the grievance is forfeited, unless any step is waived by mutual consent.

#### SECTION 3. GRIEVANCE STEPS

The aggrieved shall institute action under the provisions herein within ten (10) calendar days after the event giving rise to the alleged grievance or ten (10) calendar days after an Employee has knowledge thereof and an earnest effort shall be made to settle the differences between the aggrieved Employee and his

supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. If no satisfactory agreement is reached within three (3) working days, then it may be moved to Step 1.

Step 1.

In the event the grievance cannot be settled as set forth above, the Employee with the grievance may submit in writing on a form supplied by the Township, a notice of grievance to the Employee's immediate supervisor and such supervisor shall render a decision within three (3) working days after receipt of grievance. If no satisfactory agreement is reached, then it may be moved to Step 2.

Step 2.

The written grievance may be filed with the Chief of Fire within three (3) working days on a form furnished by the Township. If a grievance is filed, the Chief must answer in writing within three (3) working days. If no satisfactory agreement is reached, it may be moved to Step 3.

Step 3.

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2, he/she may submit the matter for review by the Township Administrator within five (5) calendar days after receiving the decision in Step 2. The Township

Administrator shall render a decision from the record before him/her in writing within five (5) working days.

Step 4.

If such grievance is not resolved by Step 3 above, the Employee may, within three (3) working days after the response from the Township Administrator submit his grievance in writing to the Township Grievance Committee through the Township Administrator. The Township Grievance Committee shall hold a hearing on such grievance within twenty (20) calendar days after submission and shall have ten (10) calendar days thereafter to reach its decision with respect thereto. A representative of the F.M.B.A. may attend such hearing. The Township Grievance Committee shall set forth its findings and such conclusions in writing and shall submit a copy thereof to the F.M.B.A.

Step 5.

If such grievance is not settled by Step 4 above, it may be submitted for binding arbitration in accordance with the provisions of Grievance Arbitration Article.

SECTION 4.

The Township may institute action under the provisions of this Article within ten (10) working days after the event giving rise to the grievance has occurred. Such grievances shall be filed directly with the President of the F.M.B.A. and an earnest effort shall be made to settle the differences between the

Township and the F.M.B.A. If such grievance is not settled, it may be submitted for arbitration in accordance with provisions of Grievance Arbitration Article.

SECTION 5. GRIEVANCE IN WRITING

All grievances shall be in writing on forms provided by the Township. The aggrieved party shall state clearly and concisely all facts which are the basis for the grievance and if the claim that any Articles of this Agreement are involved, the aggrieved party shall specify such Articles. The grievance shall be dated and signed by the aggrieved party or parties.

SECTION 6.

Grievance hearings and conferences shall be held at the municipal building. Provided prior permission has been secured from the Fire Chief, a representative from the F.M.B.A. whose presence is required to resolve grievances shall be released from work without loss of regular straight-time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the Township. In addition, witnesses who are reasonably required for the purposes of appearing at a hearing shall, if prior permission is secured from the Chief, be made available during working hours, if necessary, without loss of regular straight-time pay for the purpose of appearing at hearings.

SECTION 7.

Grievances shall be maintained in a separate Grievance file. Grievances shall not be placed in the personnel files of any Employees.

ARTICLE 15

GRIEVANCE ARBITRATION

SECTION 1.

A. Either party may request arbitration of unsettled grievances. The party desiring arbitration must notify the other party in writing of such desire within twenty (20) working days after the decision in writing is given under the last step of the grievance procedure provided for in this Agreement. In the event either party fails to serve such written notice of desire to arbitrate within twenty (20) working days of date of written decision handed down under the last step of the grievance procedure provided in this Agreement, then the grievance shall be considered as settled on the basis of the written decision handed down in the last step of the grievance procedure.

B. After receipt of a desire to arbitrate, the Township and F.M.B.A. shall attempt to agree on an arbitrator. If the Township and the F.M.B.A. are unable to so agree within seven (7) calendar days, or within a longer period if mutually agreed upon, then the grieving party may submit

the matter to the Public Employment Relations Commission (PERC) requesting that an impartial arbitrator be selected in accordance with their rules and regulations.

C. Only the Township or the F.M.B.A. shall have the right to submit a grievance to arbitration.

SECTION 2.

A. Any grievance submitted for arbitration shall first be reduced to a written "Submission Agreement" detailing the dispute at issue. If the Township and the F.M.B.A. cannot agree upon the "Submission", each party, at least two (2) days in advance of the hearing, shall submit to the other a statement of the issues its considers in dispute.

B. The joint "Submission Agreement" shall be signed by the Township and the Officers of F.M.B.A. Local No. 37. In the event separate statements of the issues are submitted, the Township shall sign its copy and the Officers of the F.M.B.A. Local No. 37 shall sign the F.M.B.A.'s statement of issues.

C. Unless otherwise agreed to by the parties to this Agreement, one (1) issue will be submitted to the arbitrator in each case.

SECTION 3.

The arbitrator shall be bound by the provisions of this Agreement and restricted to application of the facts presented

to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of the Agreement or any amendment or supplement thereto.

SECTION 4.

The cost for the services of the arbitrator shall be borne equally between the Township and the F.M.B.A. Any other expense shall be paid by the party incurring same.

SECTION 5.

It shall be the obligation of the arbitrator to the Township and to the F.M.B.A. to make his best effort to rule on cases heard by him within thirty (30) days after the hearing.

SECTION 6.

Arbitration hearings and conferences shall be held at the municipal building. Provided prior permission has been secured from the Chief, a representative from the F.M.B.A. whose presence is required to resolve arbitrations shall be released from work without loss of regular straight-time pay for the purpose of participating in such an arbitration hearing and further provided that there shall be no interference with the operation of the Township. In addition, witnesses who are reasonably required for the purposes of appearing at the arbitration shall, if prior permission is secured from the Chief, be made available during working hours, if necessary.

without loss of regular straight-time pay for the purpose of appearing at arbitration hearings.

SECTION 7.

Nothing herein contained shall be construed to deny any individual his rights under any civil law or regulation or any local, State or Federal law.

SECTION 8.

Grievances shall be maintained in a separate Grievance file. Grievances shall not be placed in the personnel files of any Employees.

ARTICLE 16

DISCIPLINE

Disciplinary action shall be in accordance with the Fire Department Rules and Regulations, Chapter A266 of the Code of the Township of Cranford, as amended.

ARTICLE 17

SENIORITY

SECTION 1. DEFINITION

A. An Employee must be regular, full-time, permanent, and in full-pay status in order to be eligible to accrue seniority.

B. Such Employee seniority shall date from the most recent starting date of continuous full-time employment with the Cranford Department of Fire. Such Departmental seniority



shall accumulate until there is a break in service. Departmental seniority of an Employee who is reinstated after a period of layoff shall be continued retroactively exclusive of the period of layoff.

- C. Seniority within the Bargaining Unit will be determined on a Department-wide basis and each Employee's standing in a platoon seniority sequence shall be based on the Departmental seniority.
- D. Any Employee shall be added to the seniority list on last date of hire to a position within the Bargaining Unit hereinbefore described in the Recognition Article.

#### SECTION 2. SENIORITY RIGHTS

An Employee's seniority shall entitle Employee only to such rights as are expressly provided for in this Agreement.

#### SECTION 3. EQUAL SENIORITY

- A. In the even two (2) or more Employees have equal seniority, the Employee's seniority shall be determined on the basis of the total points amassed and used for making the appointment to the Cranford Department of Fire.
- B. In the event two (2) or more Employees having equal total points or said data is not available, then the "high card draw" system shall determine the more senior Employee.

C. In the event the "high card draw" results in a platoon transfer, the provisions of the Article on Transfers will apply.

#### SECTION 4. PROBATIONARY PERIOD

A. All regular, full-time Employees shall serve a probationary period of eighteen (18) calendar months uninterrupted by any type of service break during which time they will be termed "probationary Employee".

B. During the probationary period, an Employee shall be eligible for Employee benefits unless expressly provided otherwise in this Agreement. After the Employee has successfully completed his/her probationary period of employment, Employee shall become a regular, full-time Employee and his seniority shall start as stated in Section 1. of this Article.

C. During the probationary period, an Employee's performance shall be reviewed and evaluated in accordance with current procedures every six (6) months. Employee will continue in probationary status automatically unless Chief of Fire recommends to the Township Committee, and the Township Committee approves, to change status from probationary to regular full-time. The Chief of Fire must make a recommendation at the end of the eighteen (18) months to

either terminate the services of the Employee or to change status to regular from probationary.

D. Probationary Employees' service with the Township may be terminated at any time by the Township in its sole discretion and neither the Employee so terminated nor the Union shall have recourse to the Grievance Procedure over such termination. An Employee terminated during the probationary period may, however, request a hearing before the Township Administrator and, if not satisfied with the decision of the Township Administrator, request a hearing before the Township Committee.

#### SECTION 5. PROMOTION TO SUPERVISORY POSITION

A. An Employee promoted or transferred from a job classification in the Bargaining Unit to a supervisory position shall retain the seniority Employee had at the time of such promotion or transfer and shall continue to accumulate seniority while he is in said supervisory position for a period of eighteen (18) months.

B. An Employee promoted or transferred as described in subsection A. above, shall have a right to return to the Bargaining Unit and be placed on the job to which his seniority would entitle him if his employment with the Township had remained unbroken; provided, however, if such

Employee is discharged for cause, Employee shall not be eligible for return to the Bargaining Unit.

SECTION 6. LAYOFF AND RECALL

- A. Seniority shall prevail in cases of layoff and recall. Layoffs shall be in the inverse order of Employee's appointment and recall shall be in the reverse order of Employee's layoff.
- B. A laid-off Employee, if recalled to a job similar in work content and indentical or higher in rate of pay to the job from which he was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- C. The order of recalling laid-off Employees shall be in the inverse order in which the Employees are laid off and shall be subject to the same conditions of layoff.
- D. Notices of recall shall be sent by certified or registered mail, or telegram to the Employee's last known address as shown on the Township's records and it shall be the obligation of the Employee to provide the Township with a current address and telephone number. A recalled Employee shall give notice of his intent to return to work within five (5) consecutive calendar days of date of notice, and shall return within fourteen (14) calendar days or his

employment shall be terminated without recourse to this Agreement.

E. In the event a recall is necessary on less than five (5) days notice, the Township may call upon the laid-off Employee(s) either personally or by telephone until an Employee able to return to work is located. In such case, the Employee able to return to work immediately will be given a temporary assignment not to exceed fourteen (14) days, and Employees passed over because of their inability to return to work immediately will be given notice to report for work at the end of said fourteen (14) day period.

#### SECTION 7. LOSS OF SENIORITY

An Employee's seniority and employment shall terminate if:

- A. Employee resigns; or
- B. Employee is discharged; or
- C. Employee fails to give notice of his intent to return to work within five (5) calendar days and/or fails to report for work within fourteen (14) calendar days after issuance of the Township's notice of recall by certified mail to the last known address of such Employee as shown by the Employer's records. It shall be the responsibility of the Employee to provide the Township with a current address; or



- D. Employee is absent from work for three (3) consecutive working days without advising the Township of a reason acceptable to the Township for such absence; or
- E. Employee overstays a Leave of Absence without advising the Township of a reason acceptable to the Township for such overstaying; or
- F. Employee gives a false reason in requesting a Leave of Absence; or
- G. A settlement with the Employee has been made for a total disability; or
- H. Employee is retired; or
- I. Employee is laid off or has not, for any reason, worked for a continuous period of two (2) years; or
- J. Employee falsified pertinent information on his application for employment; and
- K. Employee participates in any strike, sit-down, stay-in, slowdown, or curtailment of work restriction of production, or services of the Township during the term of this Agreement.

#### SECTION 8. VACATION

Seniority for purposes of preference for vacations shall be determined on the basis of provisions of Section 1 of this Article and the Vacation Article.

#### SECTION 9. LEAVES OF ABSENCE

The Employee who takes an authorized Leave of Absence from duty for more than two (2) consecutive twenty-four (24) shifts for reasons other than Family and Medical Leave, Family Leave, Military Leave, Sick Leave and Vacation or any other leave where denial of seniority would constitute a violation of law, shall not earn seniority during said authorized Leave of Absence.

#### SECTION 10. SENIORITY - EXEMPTION

Should a court or administrative tribunal of competent jurisdiction order or request through its settlement procedures that the Township take certain affirmative action to achieve compliance with an order or settlement with such appropriate tribunal, the Township shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement, and without resort to the Grievance procedure by the Union or any Bargaining Unit member.

#### SECTION 11. SENIORITY LIST POSTING

The Township agrees to post and update annually a seniority list of the members of the Bargaining Unit seniority and provide a copy to the Union. An Employee's standing on the published list will be final unless protested to the Township Administrator's office not later than thirty (30) calendar days after the list has been posted on the bulletin board in the Township municipal building and Firehouse building.

## SECTION 12. RESIGNATION

An Employee who resigns is requested to give thirty (30) days written notice in order to provide sufficient time to appoint and train a successor or rearrange work schedules.

## ARTICLE 18

### TRANSFERS

#### SECTION 1. DEFINITION

A transfer shall be lateral and shall be defined as a permanent or temporary transfer of personnel from one platoon to another platoon, maintaining seniority as is presently enjoyed.

#### SECTION 2. RESPONSIBILITY

The Chief of Fire shall be solely responsible for the transfer of Firefighters.

#### SECTION 3. SENIORITY EQUALITY

The Chief of Fire shall be responsible for the maintenance of the platoon seniority sequential standing based on Department-wide seniority, and as nearly as possible, equitable alignment of seniority among the platoons.

#### SECTION 4. PLATOON CAPTAINS

The Platoon Captain, in consultation with the Chief of Fire, may reject no more than two (2) requests for transfers to his platoon for the same opening.

## SECTION 5. PLATOON SENIORITY

In the event a transfer is made as the result of a "high card draw" or a transfer is made to satisfy the platoon seniority sequence requirements of this Agreement, regardless of whether Section 4 of this Article is exercised or not, the Chief of Fire will maintain platoon seniority sequential standing based on seniority in the Department through lateral transfer.

## SECTION 6. (DELETED)

# ARTICLE 19

## HOURS OF EMPLOYMENT

### SECTION 1. ESTABLISHMENT OF WORK SCHEDULE

The schedule of work hours for firefighters and fire officers has been established based upon a twenty-four (24) hour work shift, one day on and three days off. The change from the prior work schedule to the current work schedule is not intended to change the method of utilization of leave (for example, ten and fourteen hour day and night shifts) or the method of filling shifts (for example, ten and fourteen hour day and night shifts) or any other past practice term or condition of employment, except as specifically set forth in this agreement (for example, the terms "day" and "work day" shall be construed as heretofore, unless the context specifically requires another construction).

## SECTION 2. WORK SCHEDULE

- A. Pursuant to y 207K of the Fair Labor Standards Act, the twenty-four hour work schedule shall be based upon a forty-two (42) hour work week averaged over an eight week cycle.
- B. Each fire platoon will work one full twenty-four (24) hour shift followed by seventy-two (72) hours off duty.
- C. All workshifts shall commence at 8:00 a.m., provided, however, that the Chief shall retain the right to change or alter the shift commencement time.
- D. The maximum number of continuous work hours shall not exceed thirty-eight (38) unless an emergency has been declared.

## SECTION 3. AVAILABILITY

Firefighters are to be considered available for duty at all times except when on vacation or out of town and they shall respond promptly when their services are required.

## ARTICLE 20

### SALARY

#### SECTON 1.

The salary schedule for Employees covered under this Agreement shall be as set forth in Schedule "C", which is attached hereto and made a part hereof. The percentage increases shall be 1.5% for calendar year 2014; 1.5% for calendar year 2015; 1.75% for calendar year 2016; and 1.75% for calendar year 2017.

SECTION 2.

The annual incremental increase of Employees assigned the duty of Fire Inspector, Fire Mechanic or Emergency Medical Technician shall be as set forth in Schedule "C".

ARTICLE 21

MERIT INCENTIVE PROGRAM

The Township recognizes years of faithful service by granting Employees a longevity increment in accordance with the following schedule:

For Employees not having an Associate's (2 year college)

Degree

- After 1 year of PFRS creditable service with the Township's Fire Department ("Service"): \$600;
- After 2 years of Service: \$1,200;
- After 3 years of Service: \$1,800;
- After 4 years of Service: \$2,400;
- After 5 years of Service: \$3,000; and
- After 6 years of Service: \$3,600.

For Employees having an Associate's (2 year college) Degree

- After 1 year of PFRS creditable service with the Township's Fire Department ("Service"): \$1,000;
- After 2 years of Service: \$2,000;
- After 3 years of Service: \$3,000;
- After 4 years of Service: \$4,000;
- After 5 years of Service: \$5,000; and
- After 6 years of Service: \$6,000.

Starting in 2015 only, and only for those Employees that attain six (6) years of service and an Associate's Degree, the merit incentive pay will be considered part of base pay.

ARTICLE 22

OVERTIME

SECTION 1. REGULAR OVERTIME

Whenever an Employee works in excess of the Employee's regularly assigned work week or work schedule, the Employee shall be paid for such overtime work at the rate of time and one-half.

SECTION 2. EMERGENCY RECALL

Effective January 1, 2014, in the event that an Employee is required to report for duty because of Emergency recall, the Employee shall be entitled to a minimum of two (2) hours pay at time and one-half (1½) the Employee's regular hourly rate. After the second hour of actual work, (for the purpose of payment), such overtime pay will be calculated in fifteen (15) minute intervals. Since Firefighters are receiving overtime pay for the first two overtime hours for answering an emergency

call, the Chief, in his discretion, may require Firefighters who are receiving such overtime to remain on duty until the apparatus is back in service. Only one two (2) hour minimum during a 24 hour shift will be provided. All other recall overtime will be at a minimum of one hour.

#### SECTION 3. SHIFT HOLDOVER

Effective January 1, 2014, whenever an Employee works in excess of the regularly assigned work week or work schedule, the Employee shall be paid for such overtime work at time and one-half (1-1/2). No overtime pay shall be paid for the first ten minutes unless required by the Fair Labor Standards Act. After ten minutes, there will be a minimum of one half hour's overtime pay. After the first one half hour, overtime pay will be calculated in quarter hour intervals.

#### SECTION 4. OVERTIME LIST

One (1) overtime list shall be established by the Chief. The overtime list shall be compiled by merging and averaging the former day shift list and night shift list. The purpose of this list is to disperse overtime equally to all Firefighters. The list is to be posted at all times. If the need arises to call in the Firefighter for overtime work, the following procedure shall be followed:

- A. The Chief or his/her representative shall give first consideration to the Firefighter with the least amount of

total hours. If an Employee is asked and refuses, he/she is charged with the number of overtime hours offered, unless the overtime shift immediately precedes or follows the Employee's previously scheduled shift.

- B. (Deleted)
- C. If a Firefighter cannot be contacted, his/her name remains eligible for the next opportunity.
- D. If the Chief of the Department or his/her representative cannot find anyone to accept the duty, he/she has the right to order an Employee into work to fill the vacant position.

#### SECTION 5.

If the Employee is called in for overtime to fill a tour of duty and is then dismissed before completing such tour of duty, Employee will be compensated for the full ten or fourteen hour tour.

#### SECTION 6.

When the need to fill a position on a shift is known in advance, the Chief of Fire or his/or representative should schedule a replacement from the overtime list as far in advance of such date as possible.

#### SECTION 7.

An Employee, newly hired, shall be added to the overtime list and given one hour plus total hours of the posted highest total hours.

SECTION 8.

All overtime pay shall be paid as earned in a paycheck subsequent to the pay period in which overtime was earned.

ARTICLE 22-A

COMPENSATORY TIME

SECTION 1. OFF-DUTY SCHOOLING COMPENSATION

Employees who are required by the Chief to attend training and/or certification schools and/or classes under the direction and approval of the Chief which occur during their off-duty hours shall be compensated, where required by the Fair Labor Standards Act (FLSA), as amended, and the regulations thereunder, and/or the Collective Bargaining Agreements, at the rate of one and one-half (1½) hours of compensatory time off for all off-duty time spent in said school or class.

SECTION 2. COMPENSATORY TIME ACCRUAL

Employees affected by the conditions set forth above shall accrue said compensatory time in a special "Compensatory Time Bank." Once the accrual threshold of one hundred and twenty (120) hours is reached the affected Employee is required to begin making reasonable requests to schedule and use said compensatory time within the twelve-month period commencing from the date of the accrual of the one hundred and twentieth (120<sup>th</sup>) hour.

### SECTION 3. SCHEDULING COMPENSATORY TIME OFF

It is the responsibility of the Employee to make reasonable requests for the time off. (Reasonable request shall be defined as requesting said time off when no other bargaining unit Employee has been previously scheduled and approved for vacation, administrative or compensatory leave time on the same shift.) In the event that the Employee has met the standard of making a reasonable request for time off and has made two (2) requests and said time off is not granted, the Employee shall submit and be paid for said requested time, payment of which shall occur within the next overtime pay period.

All requests for compensatory time off shall be submitted to the Chief and shall be dated and time recorded. In the event that two or more employees from the same bargaining unit and shift request compensatory time off for the same time period, preference shall be given to the request submitted first. In the event that two or more requests from the same bargaining unit and shift for compensatory time off for the same time period are submitted simultaneously, preference shall be given to the Employee with the greater amount of accumulated compensatory time.

If, in the opinion of the Chief, an Employee is not making a reasonable effort to reduce his/her compensatory time bank to the one hundred and twenty (120) hour threshold, he may direct

the Employee to do so, and may schedule compensatory time off for said Employee.

## ARTICLE 23

### ACTING LIEUTENANTS

#### SECTION 1.

Effective January 1, 2014, whenever a Firefighter is required to serve as an Acting Lieutenant because of vacations, illness, injury or terminal leave or similar cause for a period of seven (7) calendar days or more, Employee shall receive the appropriate rate of pay for Lieutenant during such period as set forth in the applicable salary ordinance. Such period of service must be continuous and shall not be cumulative. Payment of the Lieutenant's rate of pay shall be retroactive to the first day of such continuous assignment.

A. Acting Lieutenants will be assigned in the order of their ranking on the promotional exam.

1. The Firefighter serving in the capacity of Acting Lieutenant shall be a member of the platoon on duty.
2. If there are no Firefighters on the promotional list assigned to the duty platoon and a Firefighter on a duty exchange, or on overtime is working on the duty platoon, than that Firefighter will perform as the Acting Lieutenant.

3: In the event that no Firefighter on the promotional list is available on the platoon to fill the position of Acting Lieutenant, a Firefighter present for duty on the duty platoon shall fill the vacancy as an Acting Lieutenant based on selection from a rotating list of the three (3) senior Class A Firefighters in a platoon.

B: Such appointment shall last for the duration of the absence of an officer being replaced in accordance with this Section of this Article.

SECTION 2.

Lieutenants must be rotated or designated as replacements in the event a line Lieutenant is not available at the sole discretion of the Chief of Fire.

ARTICLE 24

CLOTHING AND UNIFORM ALLOWANCE

SECTION 1.

Each Employee shall be responsible for purchasing and maintaining uniforms after any initial allotment provided upon hire or promotion.

SECTION 2.

The Chief of Fire shall prescribe the rules and regulations regarding what constitutes dress, fatigue, and work uniforms;

when they are to be worn; and the specifications of quality, color, etc. for same.

SECTION 3

If any part of the uniform of an Employee is damaged or destroyed in line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of Fire.

SECTION 5.

The Township shall:

- A. Purchase for each regular, full-time, permanent Employee in full-pay status upon the appointment for the first time, a turnout coat, bunker pants, pair of boots, firefighter protective helmet, protective gloves and eyeshields.
- B. Purchase upon assignment to Fire Inspector (1) light blue shirts; two long sleeve and two short sleeved; (2) badges; two each of Fire Inspector badges for shirts and blouses; and (3) two ties.

SECTION 6. (DELETED)

SECTION 7.

The Employee shall be responsible for the care and maintenance of all uniforms and clothing gear and Employee shall be in violation of this Agreement and subject to disciplinary action if Township issued clothing is used or worn for any purpose other than for Township Department of Fire related activities or

if Employee fails or refuses to purchase and/or maintain uniforms and clothing gear to the reasonable satisfaction of the Chief or the Chief's designee.

## ARTICLE 25

### FIRE INSPECTOR

#### SECTION 1. DEFINITION

A Firefighter assigned to conduct Fire Prevention, Fire Protection, State Uniform Construction Code, Uniform Fire Safety Code and any such other inspection duties. Fire Inspector(s) is required to train, prepare, be schooled and perform in a manner that fulfills the standards and requirements established from time to time by the Township, county, state or federal governments.

#### SECTION 2. ASSIGNMENT

The Chief of Fire has the sole and exclusive responsibility for the assignment, continuation of assignment, and reassignment of Firefighter(s) to the duty of Fire Inspector and shall be responsible for determining and setting the selection criteria for assignment to the duty of Fire Inspector, subject to the review and approval of Township Administrator. Assignment to, continuation in, and reassignment of a Firefighter(s) to the duty of Fire Inspector shall be made by and at the discretion of the Chief of Fire or his designated representative(s), subject to policies established by the Township Committee. The Township

Committee shall have the sole and exclusive responsibility for determining the number of Firefighters assigned to the duty of Fire Inspector.

### SECTION 3. EDUCATION

A. Firefighter(s) assigned the duty of Fire Inspector shall be required to be matriculate and satisfactorily complete the courses, seminars, or any other education training-type events mandated by competent authority of the Township, county, state or federal governments required to establish, continue and update technical knowledge and administrative competency to administer, enforce and implement the Fire Prevention, Fire Protection, State Uniform Construction Code, and such other appropriate inspection codes. Said required courses, seminars, or other education training-type events shall be credited towards the Merit Incentive program points and failure to complete said required courses, etc. can be grounds for discontinuing assignment as a Fire Inspector. Firefighters(s) presently assigned the duty of Fire Inspector must matriculate and satisfactorily complete the required courses, seminars, or any other education training-type events at the earliest possible time.

B. The Township shall assume tuition costs of said required courses, seminars, or other education training-type events

and such other costs such as room, board, or commercial transportation as the Township deems reasonable.

C. The Chief of Fire shall have authority to grant to Fire Inspector(s), who would normally be assigned to duty, time off to attend said required courses, seminars, or other education training-type events at no loss in regular straight-time pay providing that the fire-fighting capability of the Department will not be diminished by the absence of the Fire Inspector(s), such determination to be made by the Chief of Fire, and subject to the review and approval of the Township Administrator.

#### SECTION 4. INCREMENTAL INCREASE ELIGIBILITY

A. A Firefighter assigned to the duty of Fire Inspector shall have served a minimum of at least six (6) months of continuous service as a Fire Inspector before being eligible for the first incremental increase; and a minimum of eighteen (18) months of continuous service as a Fire Inspector before being eligible for a second incremental increase. The third incremental increase is only available to a Firefighter who has served a minimum of thirty (30) months of continuous service and is duly licensed as a Fire Inspector. Notwithstanding the foregoing, a Firefighter who is duly licensed as a Fire Inspector shall immediately proceed to the third step.

- B. A Firefighter, in order to be eligible for the incremental increase of a Fire Inspector, must be assigned and actively and regularly working as a Fire Inspector.
- C. If a Firefighter's assignment to the duty of Fire Inspector is discontinued and is later reassigned to the duty of Fire Inspector, the minimum time requirements set forth in subsection A. of this Section shall apply as though the Firefighter was being assigned the duty of Fire Inspector for the first time, except that in the event the Firefighter is reassigned as a Fire Inspector within one (1) year of the date that his assignment as a Fire Inspector was discontinued, the Firefighter shall receive the incremental level in effect at the time of the discontinuance of his assignment as Fire Inspector.
- D.
  - 1. The Chief of Fire shall be responsible for ensuring that performance evaluations of the Firefighter as a Fire Inspector are conducted and the Chief of Fire shall recommend to the Township Administrator, in writing, that the Firefighter is to be paid the next higher incremental increase.
  - 2. Employee's performance as a Fire Inspector shall be reviewed and evaluated in accordance with current procedures every six (6) months. Employee will continue at his then current incremental level

automatically unless Chief of Fire recommends to the Township Administrator, in writing, to change Employee's status to the next incremental level. Chief of Fire must make a recommendation at the end of eighteen (18) month period to recommend changing Employee's Fire Inspector incremental level or reassigning Employee to Firefighter status.

#### SECTION 5. SELECTION AND REASSIGNMENT

- A. The Chief of Fire shall be responsible for establishing selection criteria and selecting Employee for assignment to the duty of Fire Inspector.
- B. The Chief of Fire shall conduct an informal discussion-type interview with Employee prior to Employee's selection for assignment to duty of Fire Inspector, reassignment to duty of Fire Inspector, or reassignment to Firefighter status. Chief of Fire shall reduce to writing reasons for reassignment of Employee from duty of Fire Inspector to Firefighter status and place same in said Employee's service file.
- C. The Township shall develop job (position classification) descriptions for the positions of Firefighter, Fire Inspector and Fire Mechanic.

## SECTION 6. INCREMENT INCREASE COMPUTATION

The annual salary of an Employee assigned the duty of Fire Inspector shall be the salary as shown in Schedule "C" as hereinafter attached to the Agreement plus any incremental increase applicable to said individual as also shown in Schedule "C", said incremental increase, if applicable, to be included in bi-weekly pay and in base pay for computing pension benefits, holiday pay, vacation pay and terminal leave pay but to be excluded from base pay in computing overtime premium hourly rate and such other computations as the base salary is or may be used.

## ARTICLE 25-A

### EMERGENCY MEDICAL TECHNICIAN (EMT)

#### SECTION 1. DEFINITION

An Emergency Medical Technician (EMT) assigned to the Emergency Medical Services system shall handle all medical type emergencies in the manner prescribed by the New Jersey State Department of Health. Responding to any and all rescue calls and/or medical emergencies shall be part of the duties of an EMT. EMTs are to achieve and maintain certification, employing any new changes endorsed by the State Department of Health in the treatment of patients. The EMT is to uphold the highest standards of public service fulfilling the goals of the Township, county, state or federal governments.

## SECTION 2. ASSIGNMENT

- A. The Chief of Fire has the sole and exclusive responsibility for the assignment, continuation of assignment, and reassignment of Firefighter(s), to determine the duty of the EMT, and shall be responsible for determining and setting the selection criteria for assignment to the duty of the EMT, subject to the review and approval of the Township Administrator. Assignment to, continuation in, and reassignment of a Firefighter(s) to the duty of EMT shall be made and at the discretion of the Chief of Fire or his/her designated representative(s) subject to policies established by the Township Committee.
- B. The Chief of Fire and the Township Administrator shall have the sole and exclusive responsibility for determining the number of Firefighters assigned to the duty of EMT.
- C. In the event that the Chief of Fire and the Township Administrator determine the number of Firefighters and officers assigned to the duty of EMT exceeds the number of EMTs actually required, and after any Superior Officers have opted out, the additional Firefighters assigned to the duty of EMT shall have the option of opting out of the EMT certification requirements in this Article. The additional EMTs may opt out first in order of rank and then in order of seniority.

D. Once a Firefighter assigned to the duty of EMT has decided to opt out of the certification requirements, said Firefighter may not opt back in unless a vacancy exists.

E. A Firefighter assigned to the duty of EMT shall receive the sum of \$75.00 per billable call. A "billable call" is a call for which the transport fee established by § 42-49 of the Code of the Township of Cranford is payable. In order to be entitled to receive the within sum, the Employee shall furnish accurate and complete patient insurance information to the Township so that the EMT service can be billed. This subsection shall be effective on the first day of the first month following the execution of the contract by both parties.

### SECTION 3. EDUCATION

A. Firefighter(s) assigned to the duty of EMT shall be required to complete or have satisfactorily completed the courses, seminars, and/or any other education training-type events mandated by competent authority of the Township, County of Union, State of New Jersey, or Federal Government required to establish, continue and update technical knowledge and administrative competency to administer, implement and assist in the administration of emergency medical assistance, and other such appropriate duties and functions as may be required. Said courses, seminars

and/or any other education training-type events shall be credited as Merit Incentive Program points. Firefighter(s) presently assigned the duty of EMT must matriculate and satisfactorily complete the required courses, seminars and/or other education training-type events at the earliest possible time in order to receive the necessary certification.

- B. The Township shall assume tuition costs of said required courses, seminars and/or any other types of education training-type events and other such costs such as room, board or commercial transportation as the Township may deem reasonable.
- C. The Chief of Fire shall have the authority to grant EMT(s), who would ordinarily or normally be assigned to duty, time off to attend required courses, seminars and/or any other education training-type events at no loss of regular pay or other contractual benefits providing that the fire-fighting capabilities of the Fire Department will not be diminished by the absence of the EMT(s), such determination to be made by the Chief of Fire, and is subject to review and approval of the Township Administrator.
- D. Each new Firefighter hired after January 1, 2002 must obtain EMT certification within the new Employee's probationary period and must maintain a current

certification at all times to retain employment with the department.

E. The Chief of Fire shall have sole responsibility for making the determination as to which Employees of the department will be assigned as EMT(s). In the event that a firefighter is eligible to opt out of the certification requirements, in accordance with Section 2 of this Article, the individual Firefighter's decision shall control, provided that the Firefighter satisfy all of the provisions of this Article. This section shall be effective on the first day of the first month following the execution of the contract by both parties.

F. The Chief of Fire and the Township Administrator shall have responsibility for jointly determining the number of EMTs to be assigned at the fire department.

G. Each fire department employee maintaining an EMT certification shall receive an annual salary increment of \$1,000.00, if assigned by the Chief of Fire in accordance with the provisions of subsection E of this section. This additional pay will be included in the Employee's regular pay.

H. All EMTs shall be inoculated against Hepatitis B at the Township's expense, prior to beginning of assignment. While in the performance of assigned duties, should any EMT

have reason to believe that he/she has come in contact with a person who has a communicable disease, EMT may request that the Township of Cranford assist in determining whether or not exposure has occurred. If it is determined that exposure has occurred, or should it not be determined but still suspected, EMT may request medical monitoring. Said monitoring costs shall be borne by the Township.

#### ARTICLE 25-B

#### SELF-CONTAINED BREATHING APPARATUS (SCBA) TECHNICIANS

##### SECTION 1. DEFINITION

A firefighter trained as a Self-Contained Breathing Apparatus (SCBA) technician will be responsible for training, instructing and educating other members of the fire department on the proper use of SCBA equipment. A Firefighter assigned to the duty of an SCBA technician shall uphold the highest standards of public service fulfilling the goals of the Township, county, state of federal governments. An SCBA Technician shall be required to complete or have satisfactorily completed all the required courses, seminars, and/or any other education training-type events mandated by the requisite authority of the Township, County of Union, State of New Jersey, or Federal Government required to establish, continue and update technical knowledge and administrative competency to train, implement and assist in

the proper maintenance and use of SCBA devices, and other such appropriate duties and functions as may be required.

#### SECTION 2. ASSIGNMENT

A. The Chief of Fire has the sole and exclusive responsibility for the assignment, continuation of assignment, and reassignment of Firefighter(s), to determine the duties of an SCBA technician, and shall be responsible for determining and setting the selection criteria for assignment to the duty of an SCBA technician, subject to the review and approval of the Township Administrator. Assignment to, continuation in, and reassignment of a Firefighter(s) to the duty of SCBA technician shall be made by and at the discretion of the Chief of Fire or his designated representative(s) subject to policies established by the Township Committee.

B. A Firefighter assigned to the duty of an SCBA technician shall receive the sum of \$500.00 annually.

#### SECTION 3. EDUCATION

A. Firefighter(s) assigned to the duty of an SCBA technician shall be required to complete or have satisfactorily completed the courses, seminars, and/or any other education training-type events mandated by competent authority of the Township, County of Union, State of New Jersey, or Federal Government required to establish, continue and update

technical knowledge and administrative competency to train, implement and assist in the proper maintenance and use of SCBA devices, and other such appropriate duties and functions as may be required.

Said courses, seminars and/or any other education training-type events shall be credited Merit Incentive Program points. Firefighter(s) presently assigned the duty of an SCBA technician must matriculate and satisfactorily complete the required courses, seminars and/or any other education training-type events at the earliest possible time in order to receive the necessary certification.

- B. The Township shall assume tuition costs of said required courses, seminars and/or any other types of education training-type events and other such costs such as room, board or commercial transportation as the Township may deem reasonable.
- C. The Chief of Fire shall have the authority to grant an SCBA technician, who would ordinarily or normally be assigned to duty, time off to attend required courses, seminars and/or any other education training-type events at no loss of regular pay or other contractual benefits providing that the firefighting capabilities of the Fire Department will not be diminished by the absence of the SCBA technician, such determination to be made by the Chief of Fire, and is

subject to review and approval of the Township Administrator.

- D. The Chief of Fire shall have sole responsibility for making the determination as to which employees of the department will be assigned as SCBA technician(s).
- E. The Chief of Fire shall have responsibility for determining the number of Firefighters assigned as SCBA technician(s)

## ARTICLE 26

### FIRE MECHANIC

#### SECTION 1. DEFINITION

A Firefighter assigned to mechanically maintain, repair and keep running the Township's Department of Fire apparatus such as pumper, aerial trucks, four wheel drive vehicles, rescue trucks and other vehicles, is required to train, prepare, be schooled and perform in a manner that fulfills the standards and requirements that are or may be established from time to time by the Township, county, state or federal governments.

#### SECTION 2. ASSIGNMENT

The Chief of Fire has the sole and exclusive responsibility for the assignment, continuation of assignment, and reassignment of Firefighter(s) to the duty of Mechanic and shall be responsible for determining and setting the selection criteria for assignment to the duty of Mechanic, subject to the review and approval of the Township Administrator. Assignment to,

continuation in, and reassignment of a Firefighter(s) to the duty of Mechanic shall be made by and the discretion of the Chief of Fire or his designated representative(s), subject to policies established by the Township Committee. The Township Committee shall have the sole and exclusive responsibility for determining the number of Firefighters assigned to the duty of Mechanic.

### SECTION 3. EDUCATION

A. Firefighter(s) assigned the duty of Mechanic shall be required to matriculate and satisfactorily complete the courses, seminars, or any other education training-type events mandated by competent authority of the Township, county, state or federal governments required to establish, continue and update technical knowledge and workmanlike competency to repair, maintain and keep running all Township Department of Fire apparatuses at the highest peak of performance possible. Said required courses, seminars, or any other education training-type events shall be credited towards the Merit Incentive program points and failure to complete said required courses, etc. can be grounds for discontinuing assignment as Mechanic. Firefighter(s) presently assigned the duty of Mechanic must matriculate and satisfactorily complete the required courses, seminars, or any other educational training-type

events recommended by the Chief of Fire and approved by the Township Administrator.

B. The Township shall assume tuition costs of said required courses, seminars, or other educational training-type events and such other costs such as room, board, or commercial transportation as the Township deems reasonable.

C. The Chief of Fire shall have authority to grant to Mechanic(s) who would normally be assigned to duty, time off to attend said required courses, seminars, or any other educational training-type events at no loss in regular straight-time pay providing that the fire-fighting capability of the Department will not be diminished by the absence of the Mechanic(s), such determination to be made by the Chief of Fire and subject to the review and approval of the Township Administrator.

#### SECTION 4. INCREMENTAL INCREASE ELIGIBILITY

A. (Deleted)

B. A Firefighter assigned to the duty of Mechanic shall, upon assignment, be eligible for the first incremental increase; shall have served a minimum of twelve (12) months of continuous service as a Mechanic before being eligible for the second incremental increase; and shall have served a minimum of twenty-four (24) months of continuous service as

a Mechanic before being eligible for the third incremental increase.

C. A Firefighter, in order to be eligible for the incremental increase of a Mechanic, must be assigned and actively and regularly working as a Mechanic.

D. If a Firefighter assignment to the duty of Mechanic is discontinued and is later reassigned to the duty of Mechanic, the minimum time requirements set forth in subsection B of this Section shall apply as though the Firefighter was being assigned the duty of Mechanic for the first time except that in the event the Firefighter is reassigned as a Mechanic within one (1) year of the date that his assignment as Mechanic was discontinued the Firefighter shall receive the incremental level in effect at the time of the discontinuance of his assignment as Mechanic.

E. 1. The Chief of Fire shall be responsible for ensuring that performance evaluations of the Firefighter as Mechanic are conducted and the Chief of Fire shall recommend to the Township Administrator, in writing, that the Firefighter is to be paid the next higher incremental increase.

2. Employee's performance as a Mechanic shall be reviewed and evaluated in accordance with current procedures



every six (6) months. Employee will continue at his then current incremental level automatically unless the Chief of Fire recommends to the Township Administrator, in writing, to change Employee's status to the next incremental level. Chief of Fire must make a recommendation at the end of eighteen (18) month period to recommend changing Employee's Mechanic incremental level or reassigning Employee to Firefighter status.

#### SECTION 5. SELECTION AND REASSIGNMENT

- A. The Chief of Fire shall be responsible for establishing selection criteria and selecting Employee for assignment to the duty of Mechanic.
- B. The Chief of Fire shall conduct an informal discussion-type interview with Employee prior to Employee's selection for assignment to duty of Mechanic, reassignment to duty of Mechanic, or reassignment to Firefighter status. Department Manager shall reduce to writing reasons for reassignment of Employee from duty of Mechanic to Firefighter, Fire Inspector and Fire Mechanic.
- C. The Township shall develop position descriptions for the position of Firefighter, Fire Inspector and Fire Mechanic.

## SECTION 6. INCREMENT INCREASE COMPUTATION

The annual salary of an Employee assigned the duty of Mechanic shall be the salary as shown in Schedule "C" as hereinafter attached to the Agreement plus an additional annual increment as also shown in Schedule "C", said annual incremental increase to be included in bi-weekly pay and in base pay for computing pension benefits, Holiday pay, Vacation pay and Terminal Leave pay but to be excluded from base pay in computing overtime premium hourly rate and such other computations as the base salary is or may be used except that additional annual increment for assignment as Fire Mechanic will be included in the overtime premium hourly rate at such times as Fire Mechanic is held over or recalled to work overtime to perform Fire Mechanic duties specifically.

## SECTION 7.

An Employee shall not be assigned or hold the assignment of Fire Inspector and Mechanic concurrently.

## ARTICLE 27

### LEAVE OF ABSENCE

#### SECTION 1. DEFINITION

A Leave of Absence is the absence from duty of an Employee for more than two (2) consecutive twenty-four (24) shifts with the permission of the Township Committee for reasons other than Sick Leave or Vacation Leave. Such permission shall be in writing,

copies of which shall be forwarded to the appropriate individuals.

SECTION 2. LEAVE OF ABSENCE WITHOUT PAY

A. A Leave of Absence Without Pay may be granted by the Township Committee for a period not exceeding one (1) year to an Employee:

1. Who is temporarily or physically incapacitated and unable to perform duties, or
2. To attend an approved school or to engage in an approved course of study designed to increase usefulness on the return to service, provided such school or course receives prior approval of the Township Committee; or
3. In time of emergency or preparation for national defense, whose special qualifications are required, in industry or other business devoted to the production of supplies for defense purposes, but only when the need for such services is certified by competent federal authority and approved by the Township Committee.

B. Leave of Absence will not be granted to Employees to enter non-military service or as a matter of convenience or temporary advantage to such Employee by reason of place or hours of work or increased compensation.

C. Leave of Absence requested due to illness must be accompanied by a medical doctor's certificate stating that the Employee is unable to work and the reason therefor.

SECTION 3. LEAVE OF ABSENCE ADMINISTRATION

A. Leave of Absence requests shall be submitted in writing to the Township Committee stating:

1. Reason for Leave of Absence;
2. Date Leave of Absence is to begin; and
3. Date Leave of Absence is to end.

B. Leave of Absence may not commence or end on the day preceding or following Vacation Leave.

C. An Employee who obtains a Leave of Absence for a reason other than that stated at the time the request was made may be terminated from his employment without recourse to the Grievance procedure over such termination.

D. An Employee may not return to work prior to expiration of requested Leave of Absence without the express prior approval of the Township Committee.

E. An Employee failing to return to work on the date scheduled shall be cause for termination of employment at the sole discretion of the Township without recourse to the Grievance procedure over such termination.

F. Time absent from duty by an Employee on a Leave of Absence Without Pay shall not be considered continuous service.

G. Upon return of an Employee from Leave of Absence Without Pay, Employee shall be re-employed in a capacity generally similar to that which Employee was last employed and at the prevailing rate of pay for that position, if available.

SECTION 4.

Leave of Absence Without Pay shall become effective only after approval by the Township Committee.

SECTION 5.

Any Employee leaving his/her position without written authorization from the Township Committee will be deemed to have abandoned his/her position and to have resigned from the employment of the Township without recourse to the Grievance procedure over such termination.

ARTICLE 28

ADMINISTRATIVE LEAVE

SECTION 1. DEFINITION

A regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties shall be entitled to four (4) days of Administrative Leave of Absence with pay in each calendar year. Administrative Leave may be used for:

- A. Emergencies;
- B. Observation of religious or other days of celebration but not holidays;
- C. Personal business; or

D. Other personal affairs.

SECTION 2. PRIORITY

Priority in granting an Administrative Leave request shall be:

- A. Emergencies;
- B. Observation of religious or other days of celebration but not holidays;
- C. Personal business; or
- D. Other personal affairs.

SECTION 3. ADMINISTRATION

A. Administrative Leave shall be granted by the Chief of Fire upon request of the Employee provided that:

- 1. Request is in writing;
- 2. Request is submitted at least five (5) calendar days or two twenty four hour scheduled work shifts in advance of the day Administrative Leave is to begin. In cases of emergency, the notice requirement may be waived by the Chief of Fire.
- 3. Such Administrative Leave shall impose no additional cost to the Township;
- 4. Efficiency of the Department of Fire will not be impaired or diminished or cause a serious manpower shortage, such determination to be made by the Chief of Fire.

- B. Policies concerning Administrative Leave shall be agreed upon by the Chief of Fire and the F.M.B.A. with concurrence of the Township Administrator.
- C. Where, within the Department of Fire, there are more requests than can be granted for use of this Leave for one of the purposes stated hereinabove, the conflict will then be resolved on a first-come, first-served basis, (i.e., the time and date of filing of request).
- D. Once the Employee's request for an Administrative Leave day has been approved, the Employee shall not be required to cancel or reschedule except as provided in the Department's rules and regulations.

#### SECTION 4.

Administrative Leave may not run consecutively with Employee's Sick or Vacation Leave without the approval of the Fire Chief.

### ARTICLE 29

#### BEREAVEMENT LEAVE

##### SECTION 1. BEREAVEMENT LEAVE

Bereavement Leave with pay, not exceeding three (3) days, shall be granted by the Chief of Fire to a regular, full-time, permanent Employee in the event of a death in the immediate family from the day of death to and including through to the next day immediately after the date of the funeral, provided Employee attends the funeral.

## SECTION 2. IMMEDIATE FAMILY

Immediate family shall consist of father, mother, sister, brother, spouse, child or the parents of Employee's spouse.

## SECTION 3. ADDITIONAL BEREAVEMENT LEAVE

A regular, full-time, permanent Employee shall be granted by the Chief of Fire one (1) day of Bereavement Leave to attend the funeral of grandparents, and grandparents of Employee's spouse.

## SECTION 4. ADDITIONAL TIME

The Chief of Fire shall have authority to grant a regular full-time, permanent Employee permission not to return to duty until his/her next regular tour of duty after the funeral in the event of death of members of his/her immediate family.

## SECTION 5. NOTIFICATION

All Bereavement Leave shall be authorized by and reported to the Chief of Fire who shall in turn report such absence to the Township Administrator and Director of Finance.

## SECTION 6. SPECIAL CIRCUMSTANCES

Under special circumstances the Chief of Fire may, where he deems fit and proper, grant an Employee additional time off with pay for attending only the funeral services for a person other than those aforementioned in Section 2 and Section 3. If the Chief of Fire does not approve such request, the Employee is without recourse to the Grievance procedure over such denial.

## ARTICLE 30

### WORKER'S COMPENSATION

#### SECTION 1. WORKERS COMPENSATION

The Township shall provide worker's compensation benefits in accordance with law, specifically N.J.S.A. 34:15-1 et seq. The said benefits are to be provided through Township's insurance, a joint insurance fund or self-insurance.

#### SECTION 2. TEMPORARY DISABILITY

Whenever an Employee is entitled to and is receiving worker's compensation temporary disability benefits, such employee may be granted a leave of absence by the Township Committee with full pay for two calendar weeks for each year of service, not to exceed fifty-two weeks. The Township Committee may in its sole discretion, waive the years of service eligibility requirement.

#### SECTION 3. ASSIGNMENT OF BENEFITS

During the period in which the full salary or wages of any Employee receiving worker's compensation temporary disability benefits are paid by the Township, any temporary disability payment received by the Employee from worker's compensation benefits or social security disability benefits, or any other disability benefit provided by a program paid for by the Township shall be assigned to the Township. The Employee shall endorse over and deliver to the Township any such benefits paid to the Employee.

#### SECTION 4. SICK LEAVE ALLOWANCE UNAFFECTED

An Employee receiving worker's compensation temporary disability benefits shall not be charged sick leave as per Article 34.

#### SECTION 5. LUMP SUM AWARDS

Lump sum worker's compensation awards for permanent disability shall not be subject to the assignment or reimbursement of Section 3 above.

#### SECTION 6. BOARD OF PHYSICIANS

The Township also reserves the right to appoint a physician or Board of Physicians for the purpose of an independent determination in cases of repeated disability absences or protracted periods of disability illness, or other justifiable reasons as to whether an Employee is physically able to return to work or is physically able to carry out his duties and remain on the workforce.

### ARTICLE 31

#### HOLIDAY LEAVE

##### SECTION 1.

Each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties shall earn and accrue a maximum of twelve (12) holidays each calendar year at the rate of one (1) holiday per calendar month, subject to Section 3 below.

## SECTION 2

The following days only shall be recognized as paid holidays for purposes of this Agreement for regular, full-time Employees:

|                       |                  |
|-----------------------|------------------|
| New Year's Day        | Labor Day        |
| Washington S Birthday | Election Day     |
| Good Friday           | Veteran's Day    |
| Memorial Day          | Thanksgiving Day |
| Independence Day      | Christmas Day    |

## ARTICLE 32

### MILITARY LEAVE

#### SECTION 3.

A regular, full-time, permanent Employee who voluntarily enlists in the United States Armed Forces and who serves for not more than the period of such initial enlistment or for an additional period enlistment, the total of which shall not exceed four (4) years shall be entitled to re-employment benefits in accordance with the conditions specified in the Veteran's Re-Employment Rights law, Military Selective Service Act, or such other applicable federal laws, provided Employee makes application for reemployment within ninety (90) calendar days from date of discharge from Military Service.

#### SECTION 2.

A regular, full-time, permanent Employee who chooses work in the United States Armed Forces on a career basis, and who is not otherwise compelled to enlist or remain in the service, will not

be given a Military Leave of Absence with accompanying rights to reemployment.

SECTION 3.

A regular, full-time, permanent Employee who enters service in the United States Armed Forces will be given a Military Leave of Absence without pay and will accumulate seniority during such Leave, provided the said Employee left employment with the Township for the sole purpose of enlisting in the United States Armed Forces and not for finding suitable employment elsewhere.

SECTION 4.

A regular, full-time, permanent Employee on the seniority list inducted or recalled into the United States Armed Forces within the meaning of the Military Selective Service Act, or similar law in time of National Emergency, shall be granted an indefinite Military Leave of Absence without pay, and shall accumulate seniority during such period and such other rights as may be afforded Employee under the Veteran's Re-Employment Rights Law, or such other applicable federal laws and shall be entitled re-employment within ninety (90) calendar days from date of discharge from Military Service, and in cases of reservists who serve on active duty six (6) months or less, application for re-employment shall be made within thirty-one (31) calendar days from date of discharge.

SECTION 5.

- A. A regular, full-time, permanent Employee who is an enlistee, reservist or guardsman receiving a discharge or release that is "honorable", "general" or "under honorable" will be considered satisfactorily discharged.
- B. Service leading to a discharge or release that is "other than honorable", "undesirable", "bad conduct" or "dishonorable" does not meet the statutory standard and will result in the veteran forfeiting re-employment rights.

SECTION 6.

If a regular, full-time, permanent Employee is rejected for service in the United States Armed Forces due to failure to meet physical or mental requirements, the Employee must report back to work the first business day after Employee returns from the induction center. However, if extenuating circumstances can be shown for a delay in reporting back, a greater period may be allowed.

SECTION 7.

- A. When a returning veteran applies for re-employment within the Bargaining Unit and is incapacitated to the extent that Employee cannot perform his former assignment or similar work in the opinion of the Township physician or Board of Physicians, the Township will make every effort to provide

a job within the Bargaining Unit compatible with the Employee's capacity.

B. If there is no work within the Bargaining Unit for the disabled veteran, Employee's name shall be placed on a reserve list and Employee shall be recalled when such work within the Township that the Employee can handle becomes available.

SECTION 8.

A. Upon proper application to his Chief of Fire, a regular, full-time, permanent Employee in full-pay status performing assigned duties who is a member of any branch of the United States Armed Forces may be granted fifteen (15) calendar days of leave each year to perform Annual Active duty for Training, or seventeen (17) calendar days if such Employee is assigned to Advanced Party Duty. Such compensation paid by the Township for this period shall be the difference between the base pay for Military Duty and the Employee's regular straight-time rate of pay. The Township may request and receive proof of required service and of explanation of the rate of pay received by such Employee.

B. A reservist may, at his/her option, use this period or part of it for his/her vacation and shall receive vacation pay for said time.

SECTION 9.

A. All returning veterans shall undergo a physical by the Township physician or designated Board of Physicians and provide copies of medical service records, if requested, before re-employment.

B. This Article is to be construed in accordance with the following: the parties have no intent to require the Township to provide any right or assume any duties or obligations, monetary or otherwise other than rights, duties and obligations specifically set forth in the Veteran's Re-Employment Rights Law or other applicable federal laws.

ARTICLE 33

PERSONAL LEAVE

DELETED IN ITS ENTIRETY - REPLACED BY ARTICLE 22A.

ARTICLE 34

SICK LEAVE

SECTION 1. DEFINITION

Sick Leave shall mean the absence from duty of a regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties because of illness, accident, or other health cause making Employee unable to perform his normal duties.

## SECTION 2. SICK LEAVE DAYS

- A. All regular, full-time, permanent Employees shall earn and accrue one (1) day of Sick Leave with Pay for each full calendar month of employment for a maximum of twelve (12) days of Sick Leave With Pay per annum. Each Employee shall be permitted to accrue an unlimited amount of Sick Leave with Pay during the tenure of Employee's employment.
- B. Hourly rate of pay is computed by totaling the Annual Base Salary, Merit Incentive Program Pay, Fire Inspector, Fire Mechanic, Emergency Medical Technician and SCBA Technician Increment, if any, and dividing the sum by 2184.
- C. For purposes of the Additional Terminal Leave for accumulated unused Sick Leave in hours, a maximum one thousand ninety-two (1,092) hours may be carried over.

## SECTION 2A.

Calculating number of work days charged:

1. A Firefighter or fire officer who is off duty on sick leave for a twenty-four shift will be charged with use of twenty-four hours of the applicable leave.
2. Any fire department Employee who reports off sick prior to the beginning of a scheduled shift must advise fire headquarters whether the sick period is for ten or twenty-four hours.

3. Any Employee reporting off sick for ten hours shall report for the remainder of his/her shift.
4. An Employee who goes home sick after reporting for duty will be charged with the remaining missed shift.

#### SECTION 3. CERTIFICATION

The Chief of Fire shall have the authority to require a doctor's certificate of illness after an Employee has taken sick leave in excess of twenty-four hours. For any Employee illness not subject to the certification provisions referenced above, every absence on account of sickness of more than 2 scheduled work days must be certified by a written statement from an attending physician, unless not requested by the Chief of Fire, subject to the provisions of Section 4 below.

#### SECTION 4. VERIFICATION

The Chief of Fire reserves the right to require a doctor's certificate, at any time whenever it appears warranted, or to send a physician or visiting nurse to report on the condition of the Employee or to order the Employee to undergo examination by a physician of Township's choice in order to issue a report on the condition of the Employee at the Township's expense. An Employee absent from work utilizing a day of Sick Leave with Pay must be home during the hours the Employee is scheduled to work and the hours for which the Employee is being paid except to go to the physician's office.

## SECTION 5. BOARD OF PHYSICIANS

The Township also reserves the right to appoint a physician or a Board of Physicians for the purpose or independent determination in cases of repeated absences or protracted periods of illness, or other justifiable reasons as to whether an Employee is physically able to carry out his duties and remain on the workforce at the Township's expense.

## SECTION 6. SICK LEAVE DISALLOWED

Sick Leave With Pay will not be allowed under the following conditions:

- A. If an Employee, when under medical care, fails to comply with the orders of the attending physician;
- B. If the opinion of the examining physician retained under the Township's authorization discloses the Employee's illness is willfully self-imposed.
- C. If the opinion of the examining physician retained under Township authorization discloses the illness is not a sufficient severity to justify the Employee's absence from duty.
- D. If the Employee is unable to perform his duties because of illness, accident or other health causes resulting from employment other than with the Township.
- E. Malingering.

#### SECTION 7. ADDITIONAL SICK LEAVE

In unusual cases of prolonged illness, the Township Committee may, by resolution, grant Sick Leave at one-half (1/2) rate of pay to an Employee over the time allowed and available for use in Section 2. set forth herein this Article to a maximum of twenty-six (26) additional weeks, such pay to be reduced by any Social Security disability benefits received or any other disability benefits received which are provided by a program paid for by the Township.

#### SECTION 8. NOTIFICATION

All Sick Leave shall be reported to the Chief of Fire on a form prescribed by the Township; in turn, the Chief of Fire shall report, in writing, such absences to the Township Administrator and the Director of Finance.

#### SECTION 9. COMPLIANCE

Failure of an Employee to comply with any or all of the provisions of this Article or other relevant administrative procedures may result in the loss of pay for the days claimed and reported as Sick Leave for bonafide illness.

#### SECTION 10. ADVANCING OF SICK LEAVE

A regular, full-time, permanent Employee in full-pay status may, upon written request and recommendation of the Chief of Fire and approval of Township Administrator, request an advance on Sick Leave to be earned of up to twelve (12) days of Sick Leave,

provided said Employee reimburses Township for any unearned Sick Leave advanced in the event Employee's employment terminated prior to date necessary to earn the sick Leave advanced to said Employee.

An Employee denied approval of an advanced Sick Leave may request a review of the Township Administrator's decision by the Township Committee. Denial of approval by the Township Committee of such request shall not be the basis of a grievance.

#### SECTION 11. DONATING UNUSED SICK TIME

In the event that an Employee has an illness or injury that makes him/her unable to be at work, but this illness or injury is one that is not so debilitating that the Employee is prevented from returning to work in the future, any other Employee may donate a portion of his/her unused sick time to assist this ill Employee so that he/she may return to work.

- A. The amount of donated time shall not exceed one hundred twenty (120) hours per calendar year, per donating Employee.
- B. For sick leave donation to be permissible, the illness or injury must be such that the employee is reasonably expected to return in no more than one (1) year from date of first absence for illness, (unless, on a case by case basis, the Township Committee is willing to extend the time frame, which decision shall not be grievable). The

affected employee shall provide an appropriate physician's certificate to the Township Administrator, who shall determine whether donating sick leave shall be permissible, based on the provisions of this Section 11.

C. The donating Employee's salary must be equal to or more than the salary of the recipient.

#### ARTICLE 35

##### SPECIAL LEAVE (DUTY EXCHANGE)

An Employee may be rendered Special Leave with pay (exchange days of work) for any working days for which Employee is able to secure another Employee to work in his place subject to the approval of the Chief of Fire or his/her designee provided:

- A. Such substitution does not impose any additional cost on the Township;
- B. Such substitution shall be of equal rank (Firefighter for Firefighter) only;
- C. The efficiency of the Department is not diminished or impaired and said substitution does not cause a serious manpower shortage.
- D. Request is in writing;
- E. Request is submitted at least seventy-two (72) hours prior to the day for which the Special Leave is requested;
- F. Approval of request shall be at the sole discretion and judgment of the Chief of Fire or his/her designee.

## ARTICLE 36

### TERMINAL LEAVE PAY

#### SECTION 1. REGULAR TERMINAL LEAVE PAY

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of New Jersey Police and Fire Retirement System ("PFRS") creditable service as a "Sworn Uniform Firefighter and/or Fire Officer"; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retired; and (4) been awarded a pension shall be entitled to Terminal Leave at the rate of two days' pay at the then-current daily rate of pay for each complete year of PFRS creditable service with the Township's Fire Department up to a maximum service credit time of 25 years. No additional credit shall be earned for any service time beyond twenty five (25) years.

For all employees hired on or after January 1, 2014, a retired employee, satisfying the conditions of subsections 1-3 above, shall be entitled to terminal leave pay at the rate of two days' pay at the then-current daily rate of pay for each completed year of PFRS creditable service with the Township's Fire Department up to a maximum of a total of 90 days terminal

leave pay for any and all terminal leave pay provided in Section 1 through Section 6 of this Article.

All Notices under this Article are to be furnished on or before February 1 of the year in which Terminal Leave is sought to be paid. Payment will be made on or before the expiration of two township budget cycles (but in no event more than 24 months) from the date the notice is furnished by the retiree.

#### SECTION 2. ADDITIONAL TERMINAL LEAVE

Each regular, full-time, permanent Employee fulfilling the eligibility requirements hereinabove set forth in Section 1 of this Article and credited with unused accumulated Sick Leave as defined in the Sick Leave Article of this Agreement shall be entitled to add eight and four tenths (8.4) hours of unused accumulated Sick Leave for each thirty three and six tenths (33.6) hours of unused accumulated Sick Leave days to his or her Terminal Leave. However, no Employee covered under this Agreement shall be entitled to apply more than two hundred seventy three (273.0) hours of unused accumulated Sick Leave days to his Terminal Leave Pay.

#### SECTION 3. TERMINAL LEAVE FOR ACCIDENTAL DISABILITY PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates and is awarded an Accidental Disability Pension by the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury,

shall be entitled to two (2) days of Terminal Leave for each complete year of creditable service with the Township's Department of Fire at the then current hourly rate of pay.

SECTION 4. TERMINAL LEAVE FOR ORDINARY DISABILITY PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates after fifteen (15) years but less than twenty-five (25) years of creditable years of regular, full-time, permanent employment as a "Sworn Uniform Firefighter and/or Fire Officer" and is awarded an Ordinary Disability Pension by the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury shall be entitled to two (2) days of Terminal Leave for each complete year of creditable service with the Township's Department of Fire at the then current hourly rate of pay.

SECTION 5. TERMINAL LEAVE FOR DEFERRED PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates after fifteen (15) years but less than twenty-five (25) years of creditable years of regular, full-time, permanent employment as a "Sworn Uniform Firefighter and/or Fire Officer" is eligible in all respects to a Deferred Pension benefit as defined by the New Jersey Department of Treasury, retires, and is awarded a Deferred Pension, shall be entitled to two (2) days of Terminal Leave for each year of



creditable service with the Township's Department of Fire at the then current hourly rate of pay.

SECTION 6.

Any regular Terminal Leave, additional Terminal Leave, Administrative (Personal) Leave, Holiday Leave and Vacation Leave paid upon Employee's termination shall be based on the hourly rate of pay in effect upon termination. Hourly Rate of Pay shall be computed by totaling the Annual Base Salary, Merit Incentive Program Pay and Fire Inspector, Fire Mechanic, Emergency Medical Technician, SCBA Technician Increment, if any, and dividing that by 2184.

SECTION 7.

Subject to Section 8 of this Article, all Employees hired on or after January 1, 2014, who complete their 25<sup>th</sup> year of creditable PFRS service time, shall be entitled to receive 120 days' pay in lieu of all terminal leave pay provided in this Article as long as they physically retire no more than 180 days beyond the completion of their 25<sup>th</sup> year.

With exception to the Employees identified on Exhibit A, all Employees hired before January 1, 2014, who complete their 25<sup>th</sup> year of creditable PFRS service time, shall be entitled to receive 200 days' pay in lieu of terminal leave pay provided in this Article, as long as they physically retire no more than 180 days beyond the completion of their 25<sup>th</sup> year. As to those

Employees identified on Exhibit A, those Employees shall have six months from the date of the ratification of the within agreement to elect to retire so as to receive 200 days' pay in lieu of terminal leave pay provided in this Article. In such case, those Employees identified on Exhibit A shall be entitled to receive pay at the daily rate of pay as of January 1, 2014. Other than Employees identified on Exhibit A, any Employee who retires after the one hundred eightieth (180th) day beyond their twenty fifth (25) year, shall only be entitled to the Terminal Leave benefits as provided in Sections 1 through 6, herein above.

Payment will be made on or before the expiration of two Township budget cycles (but in no event more than 24 months) from the date the notice is furnished by the retiree.

#### SECTION 8.

With the exception of those Employees listed on Exhibit B, in order to be entitled to any Terminal Leave pay in this Article, the Employee must have completed 20 years of PFRS creditable Service with the Township's Fire Department.

ARTICLE 37  
VACATION LEAVE

SECTION 1.

Each Employee in full-pay status actively performing assigned duties shall be granted Vacation Leave With Pay in accordance with the following schedule:

| <u>Amount of Service</u>  | <u>Amount of Vacation Leave</u> |
|---------------------------|---------------------------------|
| After completing 1 year   | Eight (8) work days             |
| After completing 7 years  | Twelve (12) work days           |
| After completing 15 years | Sixteen (16) work days          |
| After completing 22 years | Twenty (20) work days           |

SECTION 2.

- A. Vacation Leave With Pay cannot be taken for the first time until after the first anniversary date of employment following date of hire.
- B. Vacation Leave With Pay cannot be taken for the second time until after the second anniversary date of employment following date of hire.
- C. In order to be eligible for Vacation Leave With Pay, an Employee must be a regular, full-time, permanent Employee in full-pay status actively performing assigned duties, completed years of service must be continuous and creditable and the number of years of continuous service shall be determined as of the date of employment of each year.

### SECTION 3. WORKING DAY DEFINITION

The current schedule is based on a twenty-four hour (24) shift. Vacation may be taken, however, based on the former work schedule; that is, vacation may be taken in blocks consisting of either or both of the following shifts: day shift, presently 0800 to 1800 hours or night shift, presently 1800 to 0800 hours.

### SECTION 4. CARRY-OVER VACATION

An Employee may carry over not more than four (4) days of vacation for one calendar year to the next calendar year subject to the approval of the Chief of Fire and the Township Committee without recourse to Grievance Procedure over such denial.

### SECTION 5. SPLIT VACATION

A. An Employee may request a "Split" Vacation subject to the approval of the Chief of Fire and Township Administrator.

An Employee can request no more than ninety-six (96) consecutive work hours of vacation during the months of June, July and August. An Employee can request and take any combination of consecutive working days of vacation during the months of January, February, March, April, May, September, October, November or December.

B. An Employee may request a "Split" Vacation for months other than June, July and August, subject to the approval of the Chief of Fire and Township Administrator without recourse to the Grievance Procedure over such denial.

#### SECTION 6. INJURY OR ILLNESS

In the event the Employee incurs an injury or is ill for forty-eight (48) consecutive work hours or more, or is confined to a hospital immediately prior to his scheduled Vacation, such Vacation shall be rescheduled. The rescheduling shall take place with the approval of the Chief of Fire and, if possible, without the rescheduling of other personnel and provided that there is no interference with the operation of the Township.

#### SECTION 7. SCHEDULING

Vacations must be taken between January 1<sup>st</sup> and December 31<sup>st</sup>. All Vacations are to be scheduled subject to the approval of the Chief of Fire and Vacation schedule requests are to be submitted no later than March 1<sup>st</sup>. Seniority of the members of the Bargaining Unit within the platoon shall be the basis for determining the preferential scheduling of Vacation.

#### SECTION 8. NOTIFICATION

All Vacation Leave shall be reported by the Employee to the Chief of Fire on a form prescribed by the Township. In turn, the Chief shall report, in writing, such absences to the Township Administrator and Director of Finance.

## ARTICLE 38

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### SECTION 1.

The Township shall provide to each regular, full-time, permanent Employee a Group Term Life and Accidental Death and Dismemberment Insurance Policy with double-indemnity in the face amount of Ten Thousand Dollars (\$10,000.00).

#### SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as the new plan is substantially similar to the existing plan or the new plan provides greater benefits.

## ARTICLE 39

### DENTAL INSURANCE

#### SECTION 1.

Effective upon the date of ratification of the Memorandum of Agreement, subject to Chapter 78, Public Law 2011 ("Chapter 78"), governing the obligations of contributions by employees, the Township shall provide each regular, full-time, permanent Employee and the dependents of the immediate family with dental insurance that provides for costs for coverage to be paid as follows: 80% by employer, 20% by Employee, for preventive treatment; 50% by Employer, 50% by Employee, for major treatment; and 50% by employer, 50% by Employee, for basic



coverage, with a maximum of One Thousand Five Hundred Dollars (\$1,500) per eligible patient per calendar year for major, preventive and basic benefits and a lifetime maximum of Five Hundred Dollars (\$500) per patient for orthodontic benefits.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as the new plan is substantially similar to the existing plan or the new plan provides greater benefits.

ARTICLE 40

HEALTH INSURANCE

SECTION 1.

A. Effective upon the date of ratification of the Memorandum of Agreement, subject to Chapter 78, governing the obligations of contributions by employees, the Township shall provide each regular, full time, permanent Employee and the dependents of the Employee's immediate family a Group Major Medical Insurance Plan through the NJ DIRECT 15 Plan maintained by the State Health Benefits Plan ("SHBP") or a Group Medical Insurance Plan that is substantially similar or greater to the provisions of the NJ DIRECT 15 Plan.

B. Deleted as subject to Chapter 78 and to the Affordable Health Care Act.

C. Subject to Chapter 78, the Township shall pay the cost of Direct 15 coverage ("the Base Health Plan"). The Employee has the option to elect to enroll in coverage other than Direct 15, offered under the SHBP, provided that any additional cost differential be paid by the Employee by payroll deduction.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as the new plan is substantially similar to the existing plan or the new plan provides greater benefits.

ARTICLE 41

PRESCRIPTION INSURANCE

SECTION 1.

Effective upon the date of ratification of the within agreement, the Prescription Plan provided shall be the NJ DIRECT 15 Plan maintained by the SHBP or a plan that is substantially similar or greater to the provisions of the NJ DIRECT 15 Plan.

Chapter 78 governs the obligations of contributions by employees.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as the new plan is substantially similar to the existing plan or the new plan provides greater benefits.

ARTICLE 42

RETIREE MEDICAL BENEFITS

SECTION 1.

Each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of PFRS creditable service; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retire; and (4) been awarded a pension shall be entitled to medical and prescription benefits while in retired status as set forth in this Article.

SECTION 2. FOR EMPLOYEES RETIRING AFTER JANUARY 1, 1978

A. Hospitalization Insurance

Subject to Chapter 78, regarding the obligation of retirees to contribute toward a portion of their health care and prescription premiums, and subject to the requirements of Section 2G herein, the Township agrees to contribute toward the SHBP, or a plan that is substantially similar or



greater to the provisions of the NJ DIRECT 15 Plan, as follows: Four percent (4%) of the monthly premium for each complete year of PFRS creditable service within the Township's Fire Department for each Employee, up to a maximum of 25 years, who retires on or after January 1, 2014, in the manner set forth in Section 1, and for that Employee's immediate dependents at the time of retirement.

B. Dental Insurance

Subject to Chapter 78, regarding the obligation of retirees to contribute toward a portion of their health care premium, and subject to the requirements of Section 2G herein, the Township agrees to contribute toward the Dental Coverage as follows: Four percent (4%) of the monthly premium for each complete year of PFRS creditable service within the Township's Fire Department for each Employee, up to a maximum of 25 years, who retires on or after January 1, 2014, in the manner set forth in Section 1, and for that Employee's immediate dependents at the time of retirement.

In the event Retiree precedes spouse in death and spouse has not remarried, the spouse and eligible dependents may continue to participate in the aforesaid Township contracted group insurance plan(s) under the same arrangements as set forth in Sections 2A, B and C herein,

but the spouse of the retiree ceases to be eligible to participate the month the spouse becomes Medicare eligible.

- C. In the event Retiree precedes spouse in death and spouse has not remarried, the spouse and eligible dependents may continue to participate in the aforesaid Township contracted group insurance plan(s) under the same arrangements as set forth in Sections 2A, B and C herein, but the spouse of the retiree ceases to be eligible to participate the month the spouse becomes Medicare eligible.
- D. For existing Employees hired as of the date of the ratification of this agreement, the Township's obligation to contribute toward any health care premium and/or dental insurance premium shall terminate upon that retiree becoming eligible to participate in any medical insurance plan and/or dental plan through a place of employment (including, but not limited to, his own employer or the retiree's spouse). In the event the retiree or the retiree's spouse is no longer entitled to participate in any medical insurance plan and/or dental plan through a place of employment, the retiree is eligible to reenroll to receive this benefit again upon proof of eligibility.
- E. For Employees hired on or after January 1, 2014, the Township's obligation to contribute toward any health care premium and/or dental insurance premium shall terminate

upon that retiree becoming Medicare eligible. The Township agrees to reimburse said retirees' payments for Medicare Part B and D payments only.

F. It is understood that the Township needs to verify, on an annual basis, eligibility for current and future retirees to receive benefits provided in this Article, with regard to the retirees themselves and their dependents and/or spouses, as the case may be. In furtherance of this purpose, all retirees shall furnish to the Township, on an annual basis, verified information regarding the employment status of spouse, their own employment status, their marital status and other pertinent information regarding eligibility to receive the benefit provided under this Article. Failure to provide such information shall subject the retiree to potential termination of the benefits set forth in this Article. The Township shall be responsible for contacting retirees with respect to obtaining relevant information needed to verify eligibility for retiree medical benefits under this Article.

G. With the exception of those Employees listed on Exhibit B, in order to be entitled to any benefit under this Article, the employee must have completed 20 years of PFRS creditable Service with the Township's Fire Department in

addition to the requirements set forth in Section 1 of this Article.

H. In the case of a retired Employee entering into a post-retirement marriage, the cost of all benefits for the retired Employee's spouse and the spouse's dependents shall be borne by the retired Employee and not the Township.

## ARTICLE 43

### DEATH BENEFITS

#### SECTION 1.

Any regular, full-time, permanent Employee who dies while employed by the Township, then and in that event, their beneficiaries will receive payment for the following benefits earned and accrued by the deceased Employee:

- A. Accrued Sick Leave;
- B. Accrued Vacation Leave;
- C. Accrued Holiday Leave;
- D. Accrued overtime hours for which compensation has not been received;
- E. Accrued Administrative (Personal) Leave; and
- F. Such other benefits as may have been accrued under the terms of this Agreement.

#### SECTION 2.

- A. In the event of the death of a regular, full-time, permanent Employee covered under this Agreement who dies



while in the line of duty, the surviving spouse shall receive, at the Township's expense, the then current Dental, Hospitalization and Prescription Plan benefits until the surviving spouse's remarriage; surviving spouse's death; or in the event of the unmarried spouse's death until youngest surviving child reaches the year of the nineteenth (19th) birthday, whichever shall first occur, but in any event benefits will terminate the month spouse becomes eligible to receive benefits under Medicare.

B. The surviving spouse, emancipated dependent of the deceased or guardian of the deceased's dependent, shall be obligated to complete annually all Enrollment, Coordination or Benefit, and such other forms as may be required by health plan carriers. Failure to complete forms could result in loss of benefits.

#### ARTICLE 44

#### DISABILITY MEDICAL BENEFITS

##### SECTION 1.

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties shall be eligible for a Group Hospitalization, Medical-Surgical and Major Medical Insurance Policy as a disability medical benefit under the circumstances and conditions outlined in this Article as follows:

A. The Township shall contribute one hundred percent (100%) of the monthly premium for Employee and immediate dependents for each Employee permanently and totally disabled including cardiovascular, pulmonary, musculo-skeletal or stroke condition as a direct result of a traumatic event occurring during and as a result of the performance of regular or assigned duty and that such disability was not the result of the Employee's willful negligence and that such Employee is mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the Department that the Township is willing to assign to the Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

B. The Township shall contribute seventy-five percent (75%) of the monthly premium for an Employee and immediate dependents for each Employee with five (5) or more years of creditable service as a "Sworn Uniform Firefighter and/or Fire Officer" permanently and totally disabled including a cardiovascular, pulmonary, musculoskeletal, or stroke condition as a direct result of a non-traumatic event occurring during and as a result of the performance of regular or assigned duties, and that such disability was not the result of Employee's willful negligence and that

such Employee is mentally or physically incapacitated for the performance of his or her usual duty and of any other available duty in the Department that the Township is willing to assign an Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

C. The Township shall contribute fifty percent (50%) of the monthly premium for each Employee with five (5) or more years of creditable service as a "Sworn Uniform Firefighter and/or Fire Officer" permanently and totally disabled as a result of a non-job related event not occurring during and as a result of the performance of regular or assigned duty, and that such Employee is mentally or physically incapacitated for the performance of his or her usual duty and of any other available duty in the Department that the Township is willing to assign an Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

D. The Township shall contribute twenty-five percent (25%) of the monthly premium for an Employee for each Employee with five (5) or more years of creditable service as a "Sworn Uniform Firefighter and/or Fire Officer" permanently and totally disabled as a direct result of a non-job related event and while working for someone other than the Township

of Cranford, and that such Employee is mentally or physically incapacitated for the performance of his or her usual duty and of any other available duty in the Department that the Township is willing to assign to Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

SECTION 2.

- A. An Employee who become disabled and files an application for an Accidental or Ordinary Disability Pension to the bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the treasury, may submit a Letter of Intent to the Township Committee requesting Disability Medical Benefits indicating the Disability Classification being requested and the reasons therefore. Employee must submit any and all medical records requested by the Township Committee.
- B. In the event Employee is dissatisfied with the Disability Classification determination by the Township Committee, an Employee may appeal to a Hearing Board appointed by the Township Committee consisting of a member of the Township Committee, a member of the Bargaining Unit and two mutually agreed upon citizens appointed for a three-year term. At

the Township's request, the Employee must submit to a medical examination and evaluation by a mutually agreed upon physician or Board of Physicians.

C. The findings of the Hearing Board are final and binding and not subject to appeal. Employee must sign a Letter of Acceptance to the findings of the Hearing Board in order to be eligible for the disability medical benefits.

#### ARTICLE 45

##### LEGAL AID

###### SECTION 1.

The Township will provide legal aid to all Employees covered under this Agreement in accordance with N.J.S.A. 40A:14-28, as amended.

#### ARTICLE 46

##### MUTUAL AID DISABILITY BENEFITS

###### SECTION 1.

The Township will provide regular, full-time, permanent Employees in full-pay status actively at work performing assigned duties all appropriate benefits when rendering assistance to a neighboring municipality under proper authority in accordance with N.J.S.A. 40A:14-156.1 and N.J.S.A. 40A:14-156.3, as amended.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as the new plan is substantially similar to the existing plan or the new plan provides greater benefits.

ARTICLE 47

PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by both parties hereto which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including, but not limited to, any rights, benefits and privileges bestowed on the Employees by the laws of the United States of America, laws of the State of New Jersey, or Township Ordinances of Cranford.

ARTICLE 48

SEVERABILITY

Should any part of this Agreement or any application of this Agreement to any Employee or group of Employees be rendered or declared illegal or invalid by operation of law or by decree of a Court or other established or to be established tribunal of competent jurisdiction, such invalidation shall not affect the remaining portions of this Agreement which shall continue in full force and effect.

## ARTICLE 49

### FULLY BARGAINED PROVISIONS

#### SECTION 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all known bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement. The Township, however, reserves the right to reopen this Agreement in the event the United States Congress enacts legislation or the federal judiciary system renders a decision that impacts on the application or operation of this Agreement or the Bargaining Unit in the event the New Jersey Legislature enacts "twenty (20) and out" retirement legislation.

#### SECTION 2.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

SECTION 3.

It is further understood that this Agreement has been negotiated in accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended.

ARTICLE 50

DURATION

This Agreement shall commence as of January 1, 2014 and shall remain in full force and effect up to and including December 31, 2017. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred thirty-five (135) days nor later than one hundred twenty (120) days before the final budget submission date of the Public Employer, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands  
and seals of the Township of Cranford, New Jersey, on this day  
of May 6, 2015.

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION LOCAL NO. 37

Stephen DiPaolo  
Stephen DiPaolo

ATTEST:

Scott A. Miller  
SCOTT A. MILLER

TOWNSHIP OF CRANFORD  
UNION COUNTY, NEW JERSEY

Andis Kalnins  
ANDIS KALNINS, MAYOR

ATTEST:

Tara Rowley  
TARA ROWLEY  
Township Clerk

SCHEDULE A

FIRE SAFETY PATROL DUTIES

DELETED IN ITS ENTIRETY.

SCHEDULE B

FORTY-TWO (42) HOUR WORK WEEK, EIGHT (8) WEEK CYCLE - DELETED IN ITS ENTIRETY

SCHEDULE C

SALARIES

See attached Schedule C.

SCHEDULE D

HOURS OF EMPLOYMENT

DELETED IN ITS ENTIRETY.

EXHIBIT A

LIST OF F.M.B.A. EMPLOYEES ALLOWED TO RETIRE SIX (6)  
MONTHS FROM JUNE 30, 2014 AS PER ARTICLE 36, SECTION 7

Michael Kniazuk

EXHIBIT B

LIST OF F.M.B.A. EMPLOYEES EXEMPT FROM PROVISIONS  
CONCERNING ARTICLE 36, SECTION 8

Arthur Anderson  
Steven Cermak  
Daniel Czeh  
John Dillon  
Stephen DiPaolo  
Timothy Dolan  
Thomas Hennen III  
Robert Hurewitz  
Brian Ingraham  
Michael Kniazuk  
Michael Kurzweil  
Matthew Lubin  
Gary Merwede  
Scott Miller  
Douglas Petschow  
Dean Russamano  
Leo Schaeffer  
Matthew Steitz  
Andrew Stratton  
Christopher Vollero  
Edward Wallace  
Jonathan Wojcik

# **SCHEDULE C**

**2014 Salaries - Firefighters with Degrees**

| Grade        | Base Amount | Years of Service | Service Credit | Total       |
|--------------|-------------|------------------|----------------|-------------|
| Probationary | \$43,655.71 | 0                | \$0.00         | \$43,655.71 |
| 1st Grade    | \$48,316.43 | 1                | \$1,000.00     | \$49,316.43 |
| 2nd Grade    | \$52,988.26 | 2                | \$2,000.00     | \$54,988.26 |
| 3rd Grade    | \$58,165.47 | 3                | \$3,000.00     | \$61,165.47 |
| 4th Grade    | \$63,875.80 | 4                | \$4,000.00     | \$67,875.80 |
| 5th Grade    | \$70,131.88 | 5                | \$5,000.00     | \$75,131.88 |
| 6th Grade    | \$83,038.16 | 6+               | \$6,000.00     | \$89,038.16 |

**2014 Salaries - Firefighters without Degrees**

| Grade        | Base Amount | Years of Service | Service Credit | Total       |
|--------------|-------------|------------------|----------------|-------------|
| Probationary | \$43,655.71 | 0                | \$0.00         | \$43,655.71 |
| 1st Grade    | \$48,316.43 | 1                | \$600.00       | \$48,816.43 |
| 2nd Grade    | \$52,988.26 | 2                | \$1,200.00     | \$54,188.26 |
| 3rd Grade    | \$58,165.47 | 3                | \$1,800.00     | \$59,965.47 |
| 4th Grade    | \$63,875.80 | 4                | \$2,400.00     | \$68,275.80 |
| 5th Grade    | \$70,131.88 | 5                | \$3,000.00     | \$73,131.88 |
| 6th Grade    | \$83,038.16 | 6+               | \$3,600.00     | \$86,638.16 |

**2014 Salaries - Lieutenants with Degrees**

| Base Salary  | 8+ Years of Svc. | Total        |
|--------------|------------------|--------------|
| \$103,528.99 | \$3,800.00       | \$107,128.99 |

**2014 Salaries - Lieutenants without Degrees**

| Base Salary  | 8+ Years of Svc. | Total        |
|--------------|------------------|--------------|
| \$103,528.99 | \$3,800.00       | \$107,128.99 |

**2014 Salaries - Captains with Degrees**

| Base Salary  | 8+ Years of Svc. | Total        |
|--------------|------------------|--------------|
| \$113,763.01 | \$6,000.00       | \$119,763.01 |

**2014 Salaries - Captains without Degrees**

| Base Salary  | 8+ Years of Svc. | Total        |
|--------------|------------------|--------------|
| \$113,763.01 | \$3,600.00       | \$117,363.01 |

2015 Salaries - Firefighters with Degrees

| Grade        | Base Amount  | Years of Service | Service Credit | Total        |
|--------------|--------------|------------------|----------------|--------------|
| Probationary | \$44,310.55  | 0                | \$0.00         | \$44,310.55  |
| 1st Grade    | \$49,041.18  | 1                | \$1,000.00     | \$50,041.18  |
| 2nd Grade    | \$53,762.78  | 2                | \$2,000.00     | \$55,762.78  |
| 3rd Grade    | \$58,037.95  | 3                | \$3,000.00     | \$62,037.95  |
| 4th Grade    | \$64,533.94  | 4                | \$4,000.00     | \$68,533.94  |
| 5th Grade    | \$71,183.88  | 5                | \$5,000.00     | \$76,183.88  |
| 6th Grade    | \$100,523.73 | 6+               |                | \$100,523.73 |

\*6th grade service credit included in base.

2015 Salaries - Lieutenants with Degrees

| Grade        | Base Amount | Years of Service | Service Credit | Total       |
|--------------|-------------|------------------|----------------|-------------|
| Probationary | \$44,310.55 | 0                | \$0.00         | \$44,310.55 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 1st Grade | \$49,041.18 | 1                | \$1,000.00     | \$50,041.18 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 2nd Grade | \$53,762.78 | 2                | \$1,000.00     | \$54,762.78 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 3rd Grade | \$58,037.95 | 3                | \$1,000.00     | \$59,037.95 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 4th Grade | \$64,533.94 | 4                | \$1,000.00     | \$67,533.94 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 5th Grade | \$71,183.88 | 5                | \$1,000.00     | \$76,183.88 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 6th Grade | \$94,433.73 | 6+               |                | \$93,600.00 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 7th Grade | \$94,433.73 | 7+               |                | \$93,600.00 |

| Grade     | Base Amount  | Years of Service | Service Credit | Total       |
|-----------|--------------|------------------|----------------|-------------|
| 8th Grade | \$100,523.73 | 8+               |                | \$98,600.00 |

| Grade     | Base Amount  | Years of Service | Service Credit | Total       |
|-----------|--------------|------------------|----------------|-------------|
| 9th Grade | \$100,523.73 | 9+               |                | \$98,600.00 |

2015 Salaries - Lieutenants without Degrees

| Grade        | Base Amount | Years of Service | Service Credit | Total       |
|--------------|-------------|------------------|----------------|-------------|
| Probationary | \$44,310.55 | 0                | \$0.00         | \$44,310.55 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 1st Grade | \$49,041.18 | 1                | \$1,000.00     | \$50,041.18 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 2nd Grade | \$53,762.78 | 2                | \$1,000.00     | \$54,762.78 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 3rd Grade | \$58,037.95 | 3                | \$1,000.00     | \$59,037.95 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 4th Grade | \$64,533.94 | 4                | \$1,000.00     | \$67,533.94 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 5th Grade | \$71,183.88 | 5                | \$1,000.00     | \$76,183.88 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 6th Grade | \$94,433.73 | 6+               |                | \$93,600.00 |

| Grade     | Base Amount | Years of Service | Service Credit | Total       |
|-----------|-------------|------------------|----------------|-------------|
| 7th Grade | \$94,433.73 | 7+               |                | \$93,600.00 |

| Grade     | Base Amount  | Years of Service | Service Credit | Total       |
|-----------|--------------|------------------|----------------|-------------|
| 8th Grade | \$100,523.73 | 8+               |                | \$98,600.00 |

| Grade     | Base Amount  | Years of Service | Service Credit | Total       |
|-----------|--------------|------------------|----------------|-------------|
| 9th Grade | \$100,523.73 | 9+               |                | \$98,600.00 |

**2016 Salaries - Firefighters with Degrees**

| Grade        | Base Amount  | Years of Service | Service Credit | Total        |
|--------------|--------------|------------------|----------------|--------------|
| Probationary | \$45,085.98  | 0                | \$0.00         | \$45,085.98  |
| 1st Grade    | \$49,899.40  | 1                | \$1,000.00     | \$50,899.40  |
| 2nd Grade    | \$54,703.63  | 2                | \$2,000.00     | \$56,703.63  |
| 3rd Grade    | \$60,071.11  | 3                | \$3,000.00     | \$63,071.11  |
| 4th Grade    | \$65,968.53  | 4                | \$4,000.00     | \$69,968.53  |
| 5th Grade    | \$72,429.58  | 5                | \$5,000.00     | \$77,429.58  |
| 6th Grade    | \$102,282.90 | 6+               |                | \$102,282.90 |

\*5th Grade service credit included in base.

**2016 Salaries - Lieutenants with Degrees**

| Grade        | Base Amount | Years of Service | Service Credit | Total       |
|--------------|-------------|------------------|----------------|-------------|
| Probationary | \$45,085.98 | 3                | \$0.00         | \$45,085.98 |

1st Grade

2nd Grade

3rd Grade

4th Grade

5th Grade

6th Grade

7th Grade

8th Grade

9th Grade

10th Grade

11th Grade

12th Grade

13th Grade

14th Grade

15th Grade

16th Grade

17th Grade

18th Grade

19th Grade

20th Grade

21st Grade

22nd Grade

23rd Grade

24th Grade

25th Grade

26th Grade

27th Grade

28th Grade

29th Grade

30th Grade

31st Grade

32nd Grade

33rd Grade

34th Grade

35th Grade

36th Grade

37th Grade

38th Grade

39th Grade

40th Grade

41st Grade

42nd Grade

43rd Grade

44th Grade

45th Grade

46th Grade

47th Grade

48th Grade

49th Grade

50th Grade

51st Grade

52nd Grade

53rd Grade

54th Grade

55th Grade

56th Grade

57th Grade

58th Grade

59th Grade

60th Grade

61st Grade

62nd Grade

63rd Grade

64th Grade

65th Grade

66th Grade

67th Grade

68th Grade

69th Grade

70th Grade

71st Grade

72nd Grade

73rd Grade

74th Grade

75th Grade

76th Grade

77th Grade

78th Grade

79th Grade

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261st Grade

262nd Grade

263rd Grade

2017 Salaries - Firefighters with Degrees

| Grade                                      | Base Amount      | Years of Service | Credit     | Total        |
|--|------------------|------------------|------------|--------------|
| Probationary                               | \$45,874.98      | 0                | \$0.00     | \$45,874.98  |
| 1st Grade                                  | \$50,772.84      | 1                | \$1,000.00 | \$51,772.84  |
| 2nd Grade                                  | \$55,660.94      | 2                | \$2,000.00 | \$57,660.94  |
| 3rd Grade                                  | \$61,122.35      | 3                | \$3,000.00 | \$64,122.35  |
| 4th Grade                                  | \$67,122.98      | 4                | \$4,000.00 | \$71,122.98  |
| 5th Grade                                  | \$73,697.10      | 5                | \$5,000.00 | \$78,697.10  |
| 6th Grade                                  | \$104,072.85     | 6+               |            | \$104,072.85 |
| 6th grade service credit included in base. |                  |                  |            |              |
| 2017 Salaries - Lieutenants with Degrees   |                  |                  |            |              |
| Base Salary                                | 6+ Years of Svc. | Total            |            |              |
| \$115,088.99                               | Added into base  | \$115,088.99     |            |              |

2017 Salaries - Firefighters without Degrees

| Grade                                       | Base Amount      | Years of Service | Credit     | Total        |
|---|------------------|------------------|------------|--------------|
| Probationary                                | \$45,874.88      | 0                | \$0.00     | \$45,874.88  |
| 1st Grade                                   | \$50,772.84      | 1                | \$600.00   | \$51,372.84  |
| 2nd Grade                                   | \$55,660.94      | 2                | \$1,200.00 | \$58,860.94  |
| 3rd Grade                                   | \$61,122.35      | 3                | \$1,800.00 | \$62,922.35  |
| 4th Grade                                   | \$67,122.98      | 4                | \$2,400.00 | \$69,522.98  |
| 5th Grade                                   | \$73,697.10      | 5                | \$3,000.00 | \$76,697.10  |
| 6th Grade                                   | \$97,787.83      | 6+               | \$3,600.00 | \$101,387.83 |
| 2017 Salaries - Lieutenants without Degrees |                  |                  |            |              |
| Base Salary                                 | 6+ Years of Svc. | Total            |            |              |
| \$109,059.93                                | Added into base  | \$109,059.93     | \$2,800.00 | \$112,859.93 |
| 2017 Salaries - Captains without Degrees    |                  |                  |            |              |
| Base Salary                                 | 6+ Years of Svc. | Total            |            |              |
| \$119,840.69                                | Added into base  | \$119,840.69     | \$3,800.00 | \$123,640.69 |